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BY

FRANK BANFIELD, M.A.

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(Reprinted from THE SUNDAY TIMES.)





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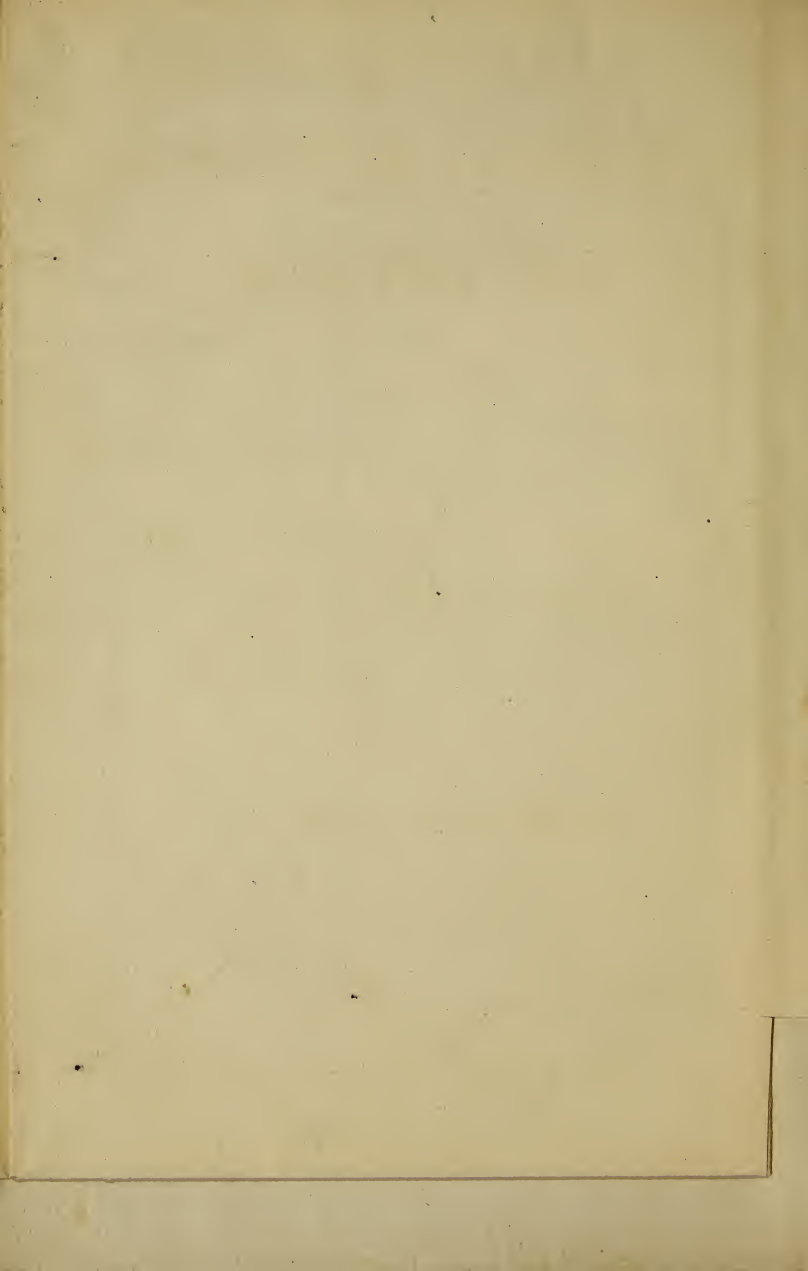
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FRANK BANFIELD, M.A.

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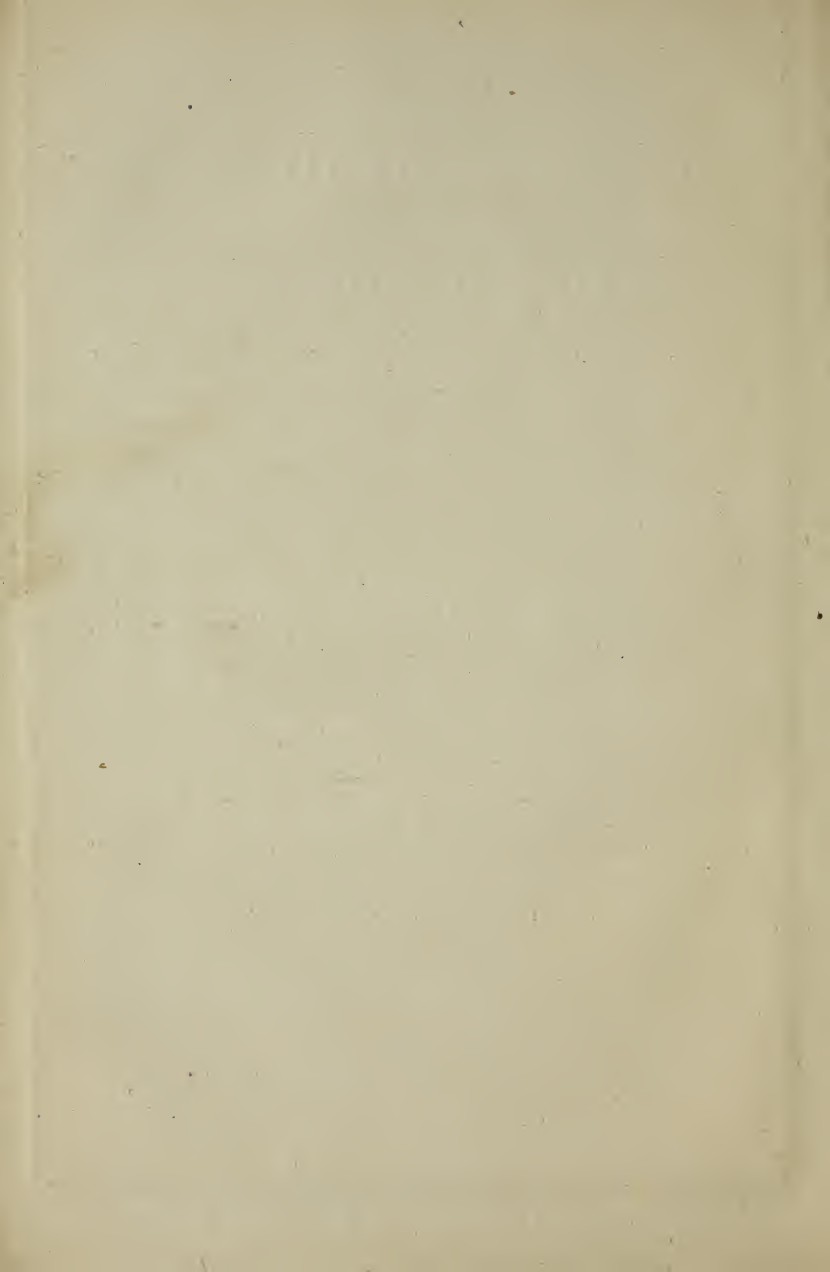
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PREFACE.

FOR permission to reprint the articles on "The Great Landlords of London," which I contributed to *The Sunday Times*, and which contain the result of my investigations on the Portman, Grosvenor, and Bedford Estates, I have to thank Mr. Joseph Hatton, Editor of the paper mentioned, on whose suggestion and initiative I undertook the inquiry. I also received kind help, information, or advice from Mr. James Platt, of St. Martin's Lane; from Mr. James Rowlands, M.P., of the Leasehold Enfranchisement Association; and from Mr. Charles Harrison, of Bedford Row. I must express, too, my indebtedness to Mrs. Susanne Weatherley, of 60, Baker Street, for placing at my disposal the interesting and valuable correspondence which appears in the last chapter of this book. Finally, I am grateful to all those many victims of a harsh system of house tenure, whose courtesy and kindness made my task as Special Commissioner of *The Sunday Times* less difficult than it would else have been.

FRANK BANFIELD.

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THE GREAT LANDLORDS OF LONDON.

INTRODUCTION.

It will be my endeavour to place clearly before my readers, in this introduction, the general position of those who would relieve London tenants from the shackles imposed by the present leasehold system upon their industry and enterprise. They may possibly not acquiesce so quickly as they do now in the present state of things, when they learn they are exceptionally ill off, not only in comparison with the urban population of Europe, but also with others, their own countrymen, who dwell in towns and cities. I shall show them that the system of short leases is not a law of nature, which must be submitted to, like the rough vicissitudes of the weather; but a result, for them calamitous, of the combined working of organised interests and of old Acts of Parliament. They will learn, some of them to their surprise, that leases limited to 99 years are practically confined to London, to Wales, and to Cornwall; that leases are rarely to be found existing in European cities; and, indeed, that the foreigner generally has scarcely

heard of such things. The agents of the great ground landlords of course assure us that we could not get on at all without leases for short terms; that London would never have existed as it is to-day with a freehold tenure. What they must presumably mean is that it would not be such an El Dorado as it proves for the Duke of Westminster, the Duke of Bedford, and Viscount Portman, for the lawyers who thrive on drawing up leases and so on; and, indeed, for a whole tribe of satellites. That London could not have grown but for great ducal landowners is a statement monstrously absurd, and rebutted by the fact that the many populous centres of industry in the North of England will only have houses in freehold, or, what amounts to the same thing, in fee farm rent, or on terms of 999 years. Before I come to deal with the origin and development of the present iniquitous system in London, let me give instances of how cannier provincials regard it, and how they have, by their pluck and shrewdness, brought wily and grasping soil-owners to something like sweet reasonableness.

One great secret of the happy success of the Northern folk especially, is this: that the landlords have not found it so easy to combine against them; and another is that their towns, having developed during the present century, they had learnt, from the mistakes of London, not to fall into a pit similar to that dugged for so many an unfortunate London tenant. When builders and others came forward with some specious proposition about erecting dwellings on short terms,

the Northerners bluntly said, "No, we are not going to take any such thing as this London term of 99 years, we insist on having the fee or a long leasehold." "Do you represent," Mr. Charles Harrison was asked by the Chairman of the Town Holdings Commission, "that they had seen the evils of the London system and knew better than to follow it?" and he answered, "I have no doubt that is so. A Lancashire man is perfectly wide enough awake for that." And it has come to this, that in old Northumbria, and in many other districts of England, ordinary average working men in towns, not merely picked and skilled men, have been perfectly able to obtain the freehold, or 999 years' lease of their own houses, and this they have actually done in many cases. In fact I find a good example of healthy working of the freehold system in the South of England, at Portsmouth. A solicitor there wrote to Mr. Charles Harrison as follows : "This place affords a favourable instance of freehold tenures, I mean the absence of leaseholds, because any working man here can purchase a house to suit himself. I may say that the cost of preparing a simple conveyance here, has of late years, owing to competition amongst members of our profession, been reduced to a very small sum. In fact, no system of registration could make conveyancing for the working classes cheaper than it is now." Happy is the countryside and town where lawyers and landlords compete briskly. In Portsmouth there are not fifty houses of leasehold tenure, and builders there decline to build unless they can purchase the fees.

To afford a just idea of how competition affects landlords, inducing them, much against the grain, to sell on the freehold tenure or on leases of 999 years, I shall give examples which are most instructive and interesting in their bearing on the whole question. In the neighbourhood of Bradford, on the Bradford estate, there was formerly no power to grant building leases for a longer period than 99 years. As a result all the building went to other estates. A private Act was accordingly obtained enabling Lord Bradford to grant building leases for 999 years, and the building has now returned to his estate.

Then there is the Ramsden Estate, which is situated in the parishes of Huddersfield, Almondbury, and Kirkheaton. It was a settled estate, but the settlement was a comparatively modern one. Now the settlers had voluntarily trammelled themselves in the development of the property by limiting the power of leasing on the estate to 21 years. But the trustees had to obtain an Act of Parliament extending their powers of leasing to 80 or 90 years. Still, even then, Huddersfield folk looked askance at the Ramsden sites. They were not good enough, on such terms, for the hard-headed Yorkshiremen. They declined, with limits of time of this sort, to take and develop the property. While the Ramsden trustees and the wily, waiting investors stood looking at each other, adjoining properties came into competition and began to grant building and repairing leases for terms not exceeding 1,000 years; and, moreover, leases of the same length were becoming customary in neighbour-

ing towns. So the Ramsden trustees began to fear that unless they had their power of leasing at once extended by Act of Parliament, the value of their estates would be seriously prejudiced by the diversion of the progress of building and improvements to other landed properties. Therefore they promoted a new Act of Parliament with the result that all leases on the Ramsden estates are now granted for the three nines. The same story might be told over and over again. Estates everywhere in the provinces where building was going forward actively, had to come into the freehold or three nines system, or submit to being left out in the cold. It is worth noting, in connection with what I shall have presently to say on London Church Lands, that the Ecclesiastical Commissioners, even on their property in the North of England, are in the habit of letting for the three nines. For instance, leases for 99 years used to be granted on the Rochdale Vicarage Glebe Estate, in Rochdale, under Acts for granting leases of that estate, but the practice ceased after the transfer of the estate to the Ecclesiastical Commissioners under an Act passed in 1886. In York they have no leaseholds, though they have Church property which has been enfranchised by the Ecclesiastical Commissioners. I will let these examples suffice; but the reader must bear in mind that it is competition, working together with the clear determination to have a fair contract in the sturdy Northern nature, that has made the Ecclesiastical Commissioners depart from the London practice.

Torquay is a good example of the way in which enfranchisement acts as a charm. The sale of the ground rents there, and of the fee, was due to the necessity of clearing off incumbrances on the estate of Lord Haldon. The leasehold system had produced such rottenness and stagnation, that one of the wings of the harbour would probably have tumbled down, if it had not been purchased. Now the local authorities have bought their harbour, they are going to extend it, and the town will be vastly benefited. They did not lose a moment in repairing the tottering wing. The traders, holders of leases of £40 and £30 a year, have all shown themselves eager to buy. The improvements which have taken place since the fee of different places has been sold, has tended so immensely to raise the value of that portion of the property which Lord Haldon has kept in his hands, that he will be a great gainer in the end. So that for ground landlords, as for other folk, honesty and justice are often the best policy.

Before coming to the history of poor London's misfortunes, let me give a brief synopsis of the result of the inquiries made by Her Majesty's representatives throughout Europe, as to the system of tenure of dwelling houses in other countries, whether such houses are generally freehold or leasehold. The following are extracts from these official reports:—

AUSTRIA.

MR. VICTOR DRUMMOND says:—"The houses are freehold, and land is not let on long building leases; leaseholds, in fact, appear to be unknown."

BADEN.

The information given is somewhat indefinite, but it is evident that the leasehold system does not exist.

BAVARIA.

MR. H. G. MACDONELL says:—"The system of leasing land which prevails in England is altogether unknown in Bavaria."

BELGIUM.

MR. W. J. G. NAPIER says:—"Houses are as a rule freehold property. Leaseholds exist only to a very limited extent, and are tending generally to disappear."

DENMARK.

MR. A. GOSLING says:—"In towns as in the country districts, the practice of erecting tenements on leaseholds may be said to be unknown. The fee-simple of the land having been purchased for sum down, the landlord either builds himself or re-sells the freehold for building purposes."

FRANCE.

SIR JOHN WALSHAM testifies that the terminable leasehold system obtains to a certain extent in the great towns of that country, more especially in Paris. He says:—"Instead of being sold in building lots, land is sometimes let for a term of years upon condition that houses are built upon it; that an annual or other periodical rent is paid by the lessee; and that at the end of the term the houses shall become the property of the landlord."

GERMANY.

MR. C. S. SCOTT says:—"In Prussia, and, as far as can be ascertained here, throughout Germany

generally, house property is invariably held in freehold tenure, and the system of letting land on long building leases is practically unknown."

GREECE.

MR. A. NICOLSON says:—"Freehold property is the almost universal custom. * * * Landed and household property is sold in Greece by a simple notarial act, without other formalities."

ITALY.

MR. CONSUL FRANZ says:—"The Italian law enables tenants, under an 'emphiteosis,' to redeem their rent by paying an amount of money equivalent to twenty times the amount of the yearly rent."

NETHERLANDS.

MR. H. P. FENTON says:—"As a general rule, property in land or houses in the Netherlands is held by the proprietor as a freehold, no limited ownership being known in this country."

NORWAY.

MR. H. RUMBOLD says:—"Land is let at an annual ground rent, either for a term of years or in perpetuity." (*See Sweden.*)

PORTUGAL.

MR. F. ELLIOT says:—"The system of letting land on long building leases is practically unknown."

ROUMANIA.

MR. W. A. WHITE says:—"That even in Bucharest "building sites are freehold without exception."

RUSSIA.

MR. J. G. KENNERDY says:—"It may be safely asserted that tenements in general, and especially in

towns, are freehold." He adds, as to Poland, that "houses are almost without exception freehold."

SERVIA.

MR. LOCOCK says:—"Land sold for building purposes is sold unconditionally. No houses are built except on freehold ground."

SPAIN.

MR. M. DE BUNSEN says:—"Absolute freehold is the tenure which most generally prevails. Emphiteosis, known to some extent, obtains in Spain as in Italy."

SWEDEN.

MR. E. W. COPE says:—"The tenure of houses in this country is usually freehold, especially in the towns."

SWITZERLAND.

MR. C. C. THORNTON says:—"Absolute ownership is the only condition known to the Swiss, and they possess no idea of such tenures as exist in England, viz., building leases for 99 years, copyhold, estate in tail, and so forth."

TURKEY.

MR. C. G. STAVSIDES says:—"That in that country, though property is largely freehold, it is sometimes let instead of being sold to persons, for terms of years upon condition that they shall build houses thereon, paying an annual rent, so that the houses shall become the property of the landlord at the end of the term."

WURTEMBERG.

MR. C. GREEN says:—"Real property is sold in Wurtemberg unconditionally, and subject to no reservation of an annual rent chargeable on the estate."

It will thus be seen that France, Turkey, and Scandinavia are the only countries where anything like the grievous system existent in London prevails. There is nothing surprising in the fact that in that hot-bed of corruption and oppression, the Ottoman Empire, counterparts of some British extortioners, should be found. Paris is in somewhat similar plight to London; but in Scandinavia the poor peasant can carry away his wooden house, if he cares to do so.

The question naturally arises, why is London so different from the rest of the world? It would appear that the miseries I describe further on in Chapters III., IV., and V., arise entirely from the fact that the metropolitan leasehold system was due to our legislators of the past, or to quote Mr. Charles Harrison, "absolutely created and preserved by Act of Parliament," and is a thing of yesterday.

The present system of 99 years' leases or shorter term leases in London has grown up out of the extension of the limited leasehold system of corporations and chapters and settled estates. In London, formerly, people were to some extent obliged to build on Church land, or corporation land, or settled estate land at a disadvantage; because lands of other kinds were distinctly limited in quantity. If we had before us a map of London, as it was two hundred years ago, we should find that all the land immediately beyond the area then built over was Church property. Outside of old London was the Bishop of London's Manor of Stepney at one end (part

of this is now the Tyssen Amherst Estate), and his Manor of Paddington and Westbourne at the other end. Between was an intermediate mass of prebendal manors attached to the different prebends of St. Paul's generally, from Hackney on the one side to Paddington on the other. With the exception of a break in those two northern areas of the Portman and the Portland settled estates, the whole of this land was practically in Church hands, and after the restraining statutes (the meaning of these will be presently explained) were incapable of being leased for more than forty years. The ground of old London itself belonged to one or other of the City companies and charities. Without the walls was the Bedford estate (1708); beyond was the Portland estate, extending from the bottom of Tottenham Court Road to the Portman estate. The next settled estate was the upper portion of the Grosvenor estate. The lower portion of it is the Ebury estate, and was also in settlement. Away in Surrey, stretching far south from Lambeth Bridge, were the vast demesnes of the Archbishop of Canterbury. Over the Church lands here mentioned the Ecclesiastical Commissioners to-day have control.

In the earliest times when a man wanted to build a house in a town, he, as a rule, purchased the freehold, or took the land on a fee farm rent. There was an old statutory power to lease, but only for 21 years. There was nothing beyond this, and it is generally supposed that this power of leasing was not framed in reference to house property, but to land. As Mr.

C. Harrison puts very clearly the position, I venture to quote him here pretty fully and word for word, as he answered before the Town Holdings Commission :

“ First of all there is an enabling statute, 32 Henry VIII. c. 28, in 1540, which allowed the tenant for life or person in possession to lease as against the reversioner, for a term of 21 years ; but from that date there were no other powers of leasing conferred upon owners of settled estates, except such as were inserted in deeds of settlement of the present century. That is how the matter stood from that date down to the passing of the Settled Estates Act. The enabling Act only allowed leases to be granted for 21 years ; it did not allow property to be pulled down and rebuilt when the 21 years expired. Another 21 years’ term could always be granted, but there was no power to pull down or improve, or grant a longer term. That is the enabling statute as affecting settled estates. Next there were the restraining statutes, which were statutes passed in the 1st Elizabeth, 13th Elizabeth, 14th and 18th Elizabeth, and 43rd Elizabeth, extending from 1558 down to 1601, and the object of those statutes was to prevent, first of all, bishops, then prebends, and subsequently deans and chapters of cathedral or collegiate churches, or the master or guardian of any hospital, parson, vicar, or any other person having Parliamentary or ecclesiastical living, from letting (I am speaking now as regards houses) for a longer term than 40 years ; and as regards houses situate in a city, borough, town, corporate or market town, or the suburbs thereof, the

power that was given was limited simply to the granting of the lease. If, at the end of the 40 years, a house wanted pulling down, a new lease could not be granted allowing the property to be pulled down, but only a lease to renew and repair the old building for another term of 40 years; and a great quantity of the property built in London on the area between the old City of London and the land which forms now the increase of the metropolis, was built on leases granted on those 40 years' terms, renewable from time to time, as the 40 years' term ran out. Thus, as population developed, and spread as a matter of course outside the old City boundaries, the people had to take their houses of the land belonging to the Church. That is to say the greater portion of the increase of London, from the seventeenth century onwards, consisted of buildings on the property belonging to the Church; in a word, to either the Bishopric of London or the Prebends of St. Paul's."

Of course, in the eighteenth century, as at other times, influential folks managed to get hold of Church lands, restraining statutes notwithstanding. For instance, the Fitzroy estate is an imposing example of the truly delightful jobbery that could be practised with impunity a hundred years or so back. In 1768 the Duke of Grafton was Prime Minister. There existed, too, at that time, the Prebendal Manor of Cantelows—what is now known as the Kentish Town estate. Its tenant, in 1768, was Mr. Fitzroy, brother of the Duke, and he had the 21 years' lease, which was the utmost term that the Church could

then grant for the land. Now, in 1768 the Duke of Grafton managed to get an Act passed vesting the estate in Mr. Fitzroy, subject to a ground rent of £300 a year, payable to the Dean and Chapter of St. Paul's. This was a glorious bargain for the Fitzroys. The estate was no small one. It commenced at St. Giles's parish, extended some distance on the north of Oxford Street, went northwards through a large part of St. Pancras and Camden Town, and up to Highgate, including a coppice, and woods, and grounds lying near that suburb. It was evidently cheap, even in those days, at the price paid, for, immediately after it was granted, Mr. Fitzroy hastened to settle £400 a year on Mrs. Fitzroy, and this income was charged on only twenty-three acres of the estate. So that, in obtaining but £300 a year for the whole of it, the officials of St. Paul's scarcely had their *quid pro quo*. Mr. Fitzroy took care to put it in settlement, and it was always subject to the forty-years'-term powers of leasing down till certain Acts were passed which enabled the granting of leases for 99 years. It will therefore be seen that a large estate was no sooner emancipated from the Church than it was put under settlement. A large part of this Fitzroy estate is now known as the Camden. As a result of somewhat similar legislation, the Thistlethwaite family draw two-thirds of the revenues of the Bishop of London's Manor of Paddington.

We may then take it that almost the whole of London, outside its limits of two hundred years ago, is occupied by Church lands or settled estates, and

that there has really been no quarter whence competition could arise which would have forced our ground landlords to apply to Parliament for an extension of their powers to lease. They have had a monopoly, have been masters of the situation, and the London trading and artisan community have shown a meekness which, however amiable and exemplary, has no doubt tended to make the fastening of a grievous yoke about their necks more easy. Possibly the rush for houses, owing to the amazing growth of the metropolis, has rendered the perpetuation of the short lease system less difficult for the estate-owners, and has provided them with readier victims of rapacity.

Of the value of competition in the interests of the tenants, Mr. Robert Castle, who has been for thirty years a land agent and surveyor at Oxford, gave striking evidence before the Town Buildings Committee. Indeed, his words put the practical bearing of this portion of the subject in a nutshell. He said (this was in May, 1887): "I have, within the last fortnight, been asked to advise a college, for whom I am not the usual agent, with reference to two blocks of building land in the neighbourhood of Oxford, one piece about twenty-eight acres, and the other about eight acres; and, in order to enable me to report, I had to make special inquiries as to how I might find it possible to dispose of this ground. It happened that, in these two cases, both of them were surrounded by freehold land which was also in the market. I found there that *it was simply out of the question my being able to let this ground on*

leasehold tenure, so long as the freehold of the adjoining properties was to be got, and have advised the college to offer it in plots and sell out and out. In other parts of Oxford, where there is practically a monopoly of the ground, it is easy enough to let on leasehold tenure."

In London the Settled Estates and the Ecclesiastical Commissioners have, as a matter of fact, had the monopoly of the ground, and so have found no difficulty in letting on leasehold tenure. Monopolies benefit but the few, and are a calamity to the many. In the succeeding chapters, notably those numbered III., IV., and V., which describe my visits to the Portman, Grosvenor, and Bedford estates, will be revealed the cruelties, wrongs, and outrages arising out of the ground monopoly in London. In ordinary business life between commercial men, a give-and-take principle is in vogue. This is entirely absent in the relations of the London ground landlords and their lessees. The former have had the latter on the hip, at their mercy. It has been no use pleading with them. They have been hard anchored in unrighteous and unjust prerogatives of law. So Antonio said of Shylock:

You may as well go stand upon the beach,
And bid the main flood bate his usual height;
You may as well use question with the wolf,
Why he hath made the ewe bleat for the lamb;
You may as well forbid the mountain pines
To wag their high tops and to make no noise,
When they are fretten with the gusts of heaven;
You may as well do anything most hard,
As seek to soften that:—than which what's harder?
His Jewish heart: therefore I do beseech you
Make no more offers, use no further means,
But with all brief and plain conveniency,
Let me have judgment and the Jew his will.

As will be seen, the pound of flesh has been cut so close to the commercial life of many English citizens, that it is a question whether, in metaphor at least, the blood may not be said to have been shed. Venice knew how to protect those privileged with her franchises against extortion carried to such excess under forms of law. England should not be behind that mediæval state. Boasting that she carries freedom everywhere together with her flag, she should scarcely endure longer in the heart of her Empire a most vile oppression.

CHAPTER I.

ON MAP-MAKING AND LONDON GROUND LANDLORDISM GENERALLY.

THE prominence which the question of leasehold enfranchisement had assumed in the public mind, and the reports of arbitrary management of certain London estates, more especially of one, formed the motive inducing Mr. Joseph Hatton, editor of *The Sunday Times*, to institute a special inquiry into the grounds of complaint, and into the reasonableness of the demand for an alteration of the law. He asked me to undertake the investigation as Special Commissioner of his paper, and I gladly gave my consent. When starting on this undertaking I deemed that my first task should be to ascertain the limits of the ground areas owned by different landlords. I thought that this introductory statement would be much more interesting to my readers if it were accompanied by a sketch map showing the outline of some of the large properties, and such a map I supposed, in my innocence, it would be easy to obtain—to hunt up somewhere. The supposition was natural enough. The

ground landlords are one of the most important social and economic facts in the polity of modern London. Their territorial possessions in our midst must, as regards their area, rental, position, and boundaries, be matter of interest and curiosity to hundreds of thousands of our fellow-citizens. A map of the great estates seemed, therefore, to me to be a thing easily obtainable. Let me, then, first tell the story of my disappointment. To the neophyte ingenuous in such matters, to the ordinary elector, it will be news; to the previous investigator it may be stale, but possibly amusing.

First I ventured into one of the large London libraries, rich in varied books of reference; and as the myriad bindings looked down in serried rows, with an air of dusty omniscience, upon me from the shelves, I felt it was a mere question of "Open Sesame," and all I sought would be mine. There were books on London by the score, and maps in plenty. I will not weary my readers with all their names and titles. In one wild moment of despair, I clutched the portly volumes of the modern Domesday Book, only to discover that that grandiose, pretentious, and misleading publication leaves the metropolis untouched. The supplement, which is to partially enlighten Londoners, is yet to come. Still the maps remained, and though they tell many things of Parliamentary and Municipal Divisions, of the distribution of land and water, of streets and buildings, of parks and recreation grounds, of bridges, tramways, and railroads, of one great, living, vital,

important fact they told nothing. The Ordnance Maps told nothing. Not all the enterprise of such firms as those of Messrs. Stanford, Philips, and Bacon could tell anything, and yet they must have been ready, nay eager, to supply that for which a demand would immediately exist.

The vestries next suggested themselves as possible sources of information; and I recommend any person ambitious of classifying from experience all varieties of the type of sensation summed up in the past participle "snubbed," to try and obtain for a public purpose useful facts from vestry officials. "The extent of his Grace's or my Lord's estate in this parish. You had better go to the estates' offices. We decline to say anything or give you any facilities.' A plethoric guardian, to whom I appealed in the matter, said, "I decline also; I decline if the vestry clerks decline." It is some relief to know that to the vestries themselves the territorial secrets of London are scarcely revealed. There was nothing for it then but to try the estates' offices. The first visit was by no means a success.

The mystery thus made added fuel to my curiosity, and I began to wonder whether the professed enemies of property in land had been more successful than myself, whether they had been able to get behind a door so assiduously locked. Their books and pamphlets were full of allusion to ground landlords, but showed no glimmering of a knowledge of the territorial geography of the metropolis. I sounded some of their men of light and leading, and came away with

the conclusion that the ground, which I wished to traverse, was a *terra incognita*.

However, with a certain amount of perseverance, by following a hint here, and a suggestion there, I was able to frame a territorial map of no inconsiderable portion of the metropolis. This map shows the outline of the Portman, the Bedford, and the Grosvenor estates; moreover, the position of numerous other properties is roughly indicated by printing their names in small clear type on that portion of the map which they approximately occupy. I do not say that this estate chart is exact to a house or the side of a street, that it takes account of certain small freeholders—and there are some in London, as everybody knows; but I can guarantee the approximate accuracy of the boundaries as I have given them. In the next chapter will be told in much detail the story of the management of one of these estates, and then I shall verbally, at least, go more into the *minutiae* of topographical detail. As it is, however, I claim for my map that it is unique, placing plainly before the householders and leaseholders of the metropolis as has never before been done the size and shape of the dominions of some at least of those who exercise so much—so immense a power over the fate of individuals in the metropolis, and draw so much money out of it, revenues which make the mouths of “beggarly” foreign princes water with sympathy and envy.

But the power possessed by the agents of the ground landlords is an anachronism, as to-day it exists divorced from responsibility to public opinion:

This would be so, even if there were no complaints to make of the manner in which that power is exercised, vexatiously and arbitrarily often, and also too frequently to levy black mail on the necessities of tenants, leaseholders, and others.

One grievance is very tersely and ably put by a gentleman signing himself "Liberal-Conservative," who wrote a number of letters in *The Estates Gazette* of last year. "A tradesman's lease expires, and he applies for renewal to the big freeholder owning the whole of the street, and most probably many adjoining streets. Now, the big freeholder says, Here is a wealthy tradesman who, from the nature of his business, must keep in this street, therefore I will ask him an excessive rent, and mulct him of a heavy fine, which he must pay or lose his business." This statement will obtain the endorsement of, I make no doubt, thousands of victims.

Another instance was mentioned to me. An upholsterer in a considerable way of business, aware that his lease is expiring, applies for a renewal to the great man's agents. They dilly-dally, and in fine decline to give him any satisfactory answer at all. One fine day upholsterer number two walks into the shop and says to upholsterer number one, "Oh, you want your lease renewed; I'll renew it to you on such and such terms." The just and kindly ground landlord had re-leased the premises to a stranger over the first upholsterer's head. This story is eloquent enough of itself. Comment is superfluous — would be a painting of the lily, in fact.

Again, a tenant is leaving his premises not ten miles from St. Paul's. The landlord exacts five hundred pounds for dilapidations, and then promptly makes the new tenant undertake the repairs. On that five hundred pounds no tax, we may be sure, was paid. It was something over and above rent, one of those pickings and stealings which are not uncommon, and, indeed, form an interesting moral feature of the investigation I have had on hand.

As a change from the above examples let me quote from a "Liberal-Conservative" again in a case where the system was faulty and not the man. "I was interested," he says, "in securing a property for a public institution, and having obtained a suitable site, the leasehold of which could be purchased, it was found that although the owner or tenant for life did not object to sell, yet, so complicated was the settlement, that no purchase could be made, and thus a very valuable public institution was lost to the locality." He goes on to say: "Many other instances of a similar nature have come to my notice, and I am only too well acquainted with the capricious way in which large estates are managed."

Further, to show how ready the great London landlords have been to refrain from assisting even in the work of enhancing the value of their own property, how much more willing to take than to give, I make the following excerpt from a work on "The Land" by a Mr. John Macdonall. The passage is concerned with the Bedford estate, but in many points it will apply to others: "Any one," he says, "who examines the

local or private measures passed for the most part in the reigns of George III. and George IV., in order to 'pave, cleanse, light, water, and embellish' various squares in London, will find them studded with various acts of favouritism to landlords. . . . The ratepayers, in short, were mulcted in order to improve and embellish the landlords' estates. It is true they have occasionally done a little paving. Thus, the Duke of Bedford went to some expense with respect to Oakley Square, but I find that the vestry of St. Pancras repaid him. In the urban domains of the Duke of Bedford (and others) there are erected gates, which are closed at early, odd, and inconvenient hours, and which vindicate the seigneurial rights to treat some of the populous districts of London as if they were private gardens. At not a few turnings stand ducal beadles, ready to turn back plebeian vehicles, and to bar the way against short cuts at late hours or early hours. A recent Parliamentary return showed the numbers of these gates to be very great, especially on the Bedford estate. It was by the same legislation that it came to pass that St. Pancras alone had sixteen Paving Boards, eleven of which, filled with nominees of the freeholder, were self-elected. The Metropolis Local Management Act swept these Boards away, and the sole reminiscence of these extinct bodies consists of the bond debts which they incurred, and which still remain to burden certain districts. What is the net result of the history? This: By private Acts the proprietors originally got their estates paved by the occupiers; the maintenance

and repair of the streets, from which the public are partially excluded, is and was the work of the public, each district receiving the benefit of the general rate levied on the whole of the metropolis; and, to complete the job, the value of the streets is artificially enhanced by the maintenance of gates, which, giving privacy, enable the freeholder to exact a higher rent."

§ The same author writes, with reference to the Grosvenor estates, as follows: "Looking into 7th Geo. IV., c. 58, relating to Grosvenor Place and other lands and streets adjoining, I find among its 140 clauses one giving powers to Commissioners to compel owners and builders of houses, where there ought to be streets, to pave, level, or gravel them. But the Act specially exempted Robert, Earl Grosvenor, from paying for the improvement of his own property. It also empowered him to put whatever fences or gates he was pleased to erect on streets which others maintained."

It will be seen, therefore, that the absence of generosity in the ground landlords, of which so many complaints reach us now, is a thing of old standing. They have, it would seem, made always a thorough use of the opportunity given by the necessity of so many tens of thousands of their countrymen to carry on their callings in London.

There can be no question that the present system is a great obstacle to building—a serious infliction upon the commercial classes—and it also tells with great hardship on the poor. In this connection I

will quote an authority as to whose fairness and dispassionate judgment little doubt will be felt—the Royal Commission on the Housing of the Working Classes—whose supplementary report ran as follows :

“At present land available for building in the neighbourhood of our populous centres, though its capital value is very great, is probably producing a small yearly return until it is let for building. The owners of land are rated, not in relation to the real value, but to the actual annual income. They can thus afford to keep their land out of the market, and to part with only small quantities, so as to raise the price beyond the natural monopoly price which the land would command by its advantages of position. Meantime, the general expenditure of the town on improvements is increasing the value of their property.

“If this land were rated at, say, four per cent. of its selling value, the owners would have a more direct incentive to part with it to those who are desirous of building, and a twofold advantage would result to the community. First, all the valuable property would contribute to the rates, and thus the burden on the occupiers would be diminished by the increase in the rateable property. Secondly, the owners of the building land would be forced to offer their land for sale, and thus their competition with one another would bring down the price of building land, and so diminish the tax in the shape of ground rent, or price paid for land which is now levied on urban enterprise by the adjacent landowners—a tax,

be it remembered, which is no recompense for any industry or expenditure on their part, but is the natural result of the industry and activity of the townspeople themselves."

This is one of many proposals for alleviating the mischiefs arising out of the present position of the ground landlord. Whatever suggestions I have to make will be found further on. One thing is certain; the present unsatisfactory state of affairs cannot last. How unsatisfactory it is will be shown in the next chapter, when I lay bare the story of a great estate, and present to my readers numerous instances of the hardship and inconvenience—to give it no worse name—which an owner of land in London can inflict on those whom the law, as it at present stands, places absolutely at his mercy in many important concerns. What I have to tell affects intimately all London tenants, and I feel confident that it will receive, as it will merit, their closest attention.

CHAPTER II.

THE PORTMAN ESTATE AND POLICY.

Two lines drawn north to Regent's Park from where Chelsea and Vauxhall Bridges touch the northern bank of the River Thames, will shut in between them a good deal of Crown land, many freeholds, big and small, but also, chiefly and principally, three great residential estates—the Portland, the Portman, and the Grosvenor. As far as complaints of hardness and arbitrariness against ground landlords go, they are few on the Portland, many on the Portman, and most on the Grosvenor. But the Portman estate has just now the larger claim to public interest, from the fact that on Sunday, March 25th, 1888, all the leases for ninety-nine years over the greater part of the estate fell in, and the process of drawing handsome premiums and of raising ground rents to seven and eightfold their original figure has been carried out on a wholesale scale, calculated to make the mouth of a Midas water, or to cause Croesus to turn in his grave for envy. The modern Pactolus, the genuine El Dorado, must be sought by the topographical explorer of to-day somewhere in the vicinage of Baker Street.

We Englishmen are not, on the whole, over fond of geography, but we do love wealth ; we can rise into something like sentiment as we see the big money-bags mounting up, tier after tier, round any favoured mortal. Consequently it is possible that a certain curiosity may be felt as to the limits of this happy region, where bricks and mortar are exuding gold, and where those who find it, and hand it over to the exploiters, grimly smile, and swear that everything is for the best in the best of possible worlds, and ask indignantly, " Why should not a man do what he likes with his own ? "

Let us take a walk round the Portman estate, keeping it on the right hand all the way, and see what streets we shall pass through. Starting from the Edgware Road, we walk up Richmond Street, and then turn to the right down Upper Capland Street. On arriving at Church Street—unless we would stop to visit the early home of Eliza Armstrong—we proceed midway between Alpha Road and Broadley Terrace and Boston Street to Park Road, Regent's Park. Our path is now straight to the Marylebone Road, up which we walk eastward for about a hundred and fifty yards, when we go almost due south to the west end of Marylebone Street. We hereupon make our way round the eastern end of Manchester Square, and enter Oxford Street between Duke Street, and Orchard Street. Turning westwards, we leave Oxford Street by Hyde Park Place. We follow the Edgware Road to Queen Street, and turning once to the right, and twice to the

left, arrive at Lisson Grove. We depart from this classic thoroughfare by Devonshire Street, going eastwards to this latter road's sinuous extremity. We are within sight of home once more. We have only to trudge up the Edgware Road, and we are at Richmond Street again. The round of duty has been accomplished. The Portman estate has been circumambulated. From the northern extremity of Richmond Street to the point where Oxford Street and Orchard Street join, it is a little over a mile in length. Altogether it covers between two and three hundred acres. Along Chapel Street and the Marylebone Road it extends east and west for three-quarters of a mile. All this extensive district is crowded with large residences and fine shops, while here and there are some commonplace side streets, and certain alleys which might blush with vexation, but not at calumny, if they were dubbed slums. It includes such well-known localities as Baker Street, Upper Baker Street, Portman Square, Montague Square, and Gloucester Place.

TERMS OF RENEWALS.

All the leases for ninety-nine years, over the greater part of the Portman estate, fell in on the 25th of March last! They are said to number 1,786. The terms of renewal must interest every Londoner. Generally, I can give him those terms, which a man, who has been resident on the Portman estate, has had either to accept or to go. The old Viscount Portman is

eighty-nine, so the family council, assisted by Mr. Hunt, have evolved the following stipulations. There are three classes of renewals, which I number here below 1, 2, and 3.

1. Long term:—Where a tenant is able to do certain works, and a house in a residential street is worth, say, with stables, £200 a year, it would be let for forty years at £80 a year and a premium of £1,400. The “certain works” alluded to are these: The tenant must put on an extra storey, and modernise the house throughout. Modernising the house throughout means putting in plate-glass windows, new drains, water service, and raising the ceiling of the top-floor, that is to say, as I am given to understand, from 7 ft. 6 in. to 8 ft. 6 in.

2. Same class of house:—A lease of twenty-five years. Here the rent is again fixed at £80 a year, and the premium is £1,400. The tenant also has to modernise the house and repair. His lease is fifteen years shorter than that of No. 1, because he has not been disposed to go to the expense of making Lord Portman a present of an additional storey, together with the other good things. What the difference is between Nos. 1 and 2, architecturally considered, may be seen by any one who cares to pay a visit to Gloucester Place, and there, on the spot, study the points of divergence in modern buildings.

3. Where the tenant will not lay out capital, a seven years’ lease for seven, fourteen, or twenty-one years is given at a rack rent, the tenant only doing repairs.

Generally, these are the terms which the Portman Estate Office is offering to those who have held 99 years' leases, and the business of arranging and signing them has been occupying a great deal of attention, thought, and anxiety in that district of London on whose topographical position I have already desecanted. On the part of the agent the *fortiter in re* is said to be a more conspicuous quality than the *suaviter in modo*.

Fortiter in re! Yet Lord Portman's surveyor has a most exquisite tact, to judge from one small anecdote which came to my ears. A gentleman in Baker Street, who had paid the two-guinea fee which alone enables the tenant in *esse* to learn on what terms he may renew, was not pleased with the amount of the fine fixed. He therefore called on Mr. Hunt, and briefly stated the object of his coming.

"I must ask you, Mr. Hunt," said he, "to reduce that premium by £200."

For a moment the great man was aghast, as was Mr. Bumble when Oliver Twist made his world-famed yet audacious request for more. He looked round him "astonied," to use a word that has a Scripture sanction. Then his gaze locally fixed itself on an adjacent corner; a bland smile suffused his face as if he saw both a physical object and a point of humour at one and the same time; his right arm was extended, the fingers of the right hand one by one contracted themselves till the primal digit alone remained prominently pointed.

"Is—is—isn't that your um—umbrella?" he

queried anxiously. The petitioner followed the surveyor's eye and the surveyor's finger, and recognised the old familiar gamp; knew it at once as his long-valued shelter against the watery effusiveness of *Jupiter Pluvius*.

"It is my umbrella," he said with alacrity, and he went out into Upper Baker Street.

But what Briton would be hardly critical on a man busy shovelling golden sovereigns at such a rate into the coffers of his master? "He has had £120,000 in premiums out of Baker Street alone," said, admiringly, a gentleman to me, and this gentleman knew what he was talking about, and the figures were the result, not of pure guesswork, but of careful calculation. When any one is milking a thoroughfare in this style, he is hardly to be blamed if he is impatient of interlopers, and indignant at murmurers who would spoil the enjoyment. I observed to this gentleman that it had been stated that the Portman family had taken, or would take, a million and a quarter out of their gold mine in and around Baker Street, and he, with opportunities of knowing more than most men about the matter, said that he thought that this lordly sum was under rather than above the amount acquired from premiums by Viscount Portman. Rents have been raised to just eight times what they were before, so that for every thousand a year that the Viscount drew out of his London property before Lady Day, 1888, he will henceforward draw eight thousand. Of course, such desirable financial changes, as far as the Portmans are con-

cerned, have not been wrought without some inconvenience to mortals of inferior standing. Ninety families are said to have gone out of East Street, which runs north and south just east of Baker Street, in the week preceding All Fools' Day.

One small tradesman in the street had his renewal fourteen years ago, and had secured an extension for seven years. His premium was £300. His ground rent was raised from £4 to £28 a year, and he is now assessed at £85 instead of, as formerly, at £36. It may be permitted me to wonder what proportion of his one and a quarter million Viscount Portman pays to the local authorities and the State for keeping the streets in good condition, for lighting, policing, and so on. Here I may venture also to interject that many folk will have perhaps been puzzled as to the precise intention of the ponderous phrase, "unearned increment." Let me say once and for all that "unearned increment" on the Portman estate upon March 25th, 1888, meant a million and a quarter of pounds sterling—not a penny less. It shows what a wealthy city London is when from that parcel of ground whose limits I have described, a million and a quarter can be raised so easily by the ground landlord, and scarcely a squeak of repining be heard. Everybody too afraid of the great man to frankly open their mouths at what they fretted against! Everybody, that is, who wished to remain where they had passed the best part of their lives, by the businesses they had built up, and in the homes to which they had grown attached.

A generous and kindly landlordism is thus reaping an abundant reward, it may be remarked. I will give an example to show how beneficent and beneficial to the individual leaseholder the ground landlord may be. There lived, let us say, in Gloucester Place, a leaseholder, whom I will call A. A had been one of those unfortunate men who suffer for the sins of rogues. His property—nearly all his eggs were in one basket—was in the hands of a firm who lived not ten miles from Bedford Row. One fine morning these astute gentlemen levanted, carrying off with them not only the goods of many others, but also the worldly wealth of A, who from a position of comparative affluence, found himself reduced, at one fell swoop, to something like penury. A felt the necessity of raising the wind, and fortune, apparently repenting of the rude trick she had played him, seemed for a moment determined to make some small amends. A had a house in Gloucester Place, and about this house a doctor called. He was ready to lease it from A, offered £360 a year and a handsome premium, but he wished to put a brass plate upon the door, and a sister of his would take over a part of the residence, where she proposed to instruct in the graces of dancing and deportment such of the select youth and beauty of the neighbourhood as might wish to utilise her services. A was immensely pleased. Fate, after all, might be cruel, but she did not intend to kill. He hastened off to Mr. Hunt, Viscount Portman's steward, at the Portman Estate Offices, near the top of Upper Baker Street, on the right hand side, and asked for the requisite licence

for the brass plate of the medical man. A was full of hope, charged with brighter thoughts of his own future than he had had since he had lost one portion of his property. But black care sat at his back once more when he learned the agent's decision. He declined to give his high autocratic authority to A's proposal. The doctor could not have the tenant's house. He might have this one, that one, and the other one, dwellings then on the hands of the Portmans; but A's he could not have. All which, we may be sure, was a great disappointment to A, a grievous, a harsh trial; but then the Viscount's representative was merely doing what he was legally entitled to do. The tenant wished to mitigate his ruin in a legitimate fashion; but that, of course, was no concern of the great ground landlord, looking to the interests of his important property.

Another interesting instance of the operation of our system of leasing and owning land in London may be given, and one that figured in the proceedings of the Town Holdings Commission. It is the case of a house in Baker Street. B, a tradesman, saw a house there which he thought would suit him, and bought the lease of it about sixteen years ago, at a ground rent of £10 a year. It was a private residence when he came into its possession, so he had to lay out £1,500 in turning it into premises suited to the conduct of his business. This year his lease was to expire; but, like a prudent man, he took time by the forelock, and in 1880 asked Mr. Hunt, Viscount Portman's agent, for the terms of re-

newal. Everybody can guess, from the figures already supplied, as to what those terms were likely to be. The ground rent was to be raised from £10 to £80, and a fine of £1,200 was demanded. Add to this the fact that the fine of £1,200 was not to be paid in 1888, but at once down on the nail, and a notion may be formed of how B looked askance at the proffered lease. "Why," he said to himself, "£1,200 a year in eight years at compound interest should amount to £2,200." B objected to this, and none the less when it was proposed that the house should be put into thorough repair five years before the lease expired. B said no more about it; but what was his surprise and annoyance when a neighbour of his came into the shop one day and informed him that he had bought the agreement. The neighbour, a shrewd descendant of the outwandered children of Judea, parted with the agreement to B, making a profit on the transaction of £400. This shows how unwise it is for tradesmen to allow their feelings to get the better of them when they have to do with the agent of a Viscount Portman. They should remember that everything is "in the bond," and fork out the ducats without a murmur, lest Shylock whet his dreadful knife. B's night thoughts about ground landlords, we may be sure, have a tinge of bitterness, and, expressed, might possibly offend the ears both of the pious and of the polite. Here, again, is the case of a lady who lived in Baker Street. She wished for a renewal eight years before her lease expired. She had laid out £900 on her house, in the main compelled

to do so by the nature of the Portman requirements. Lord Portman, it is perhaps needless to say, never laid out sixpence on the premises. What was the agent's demand? A fine of £1,000, paid at once, or delayed, compound interest would be charged, which he said would make it £1,680; and the ground rent to be raised to £80 from £10. Looking at the submissiveness of British tradesmen between Orchard Street and the Marylebone Road to the dispensations under which they live, it is small wonder that this lady has indignantly remarked, "The average British tradesman is as timid as a hare, and as dumb as death, and shakes in his shoes before a landlord or his agent, and submits, tremblingly, like a slave, to any terms they choose to inflict." But what, one may well ask, is the use of striking an agent almost speechless with wonder at your angry, indignant rebuke, and flouncing out of his office, if, in the end, like B, you have to pay £400 extra to a third person for the momentary delight of being a spirited exception to your kind? No; as the law stands, Mr. Hunt has the whip hand of the refractory. If they do not like his terms, are there not furniture vans, and cannot they migrate from the buildings which they have built or embellished with their hard-earned money, from the businesses they have established, and in which they have sunk capital? It is a case of stump up or go. So the prudent, who want to stay, hold their tongues; for it is not well to offend the great man of the district, whom you must consult at all the most important crises of your occupation, and who,

if he is vexed, and you wished to put a brass plate on your door, might decline to pocket his two guineas and let you do it.

The authorities of the Samaritan Free Hospital do not think that they have been treated by the Portmans with all the consideration due to an institution engaged in a work so noble and philanthropic as theirs. No. 1, Manchester Street, Dorset House, was in their hands, and they were never allowed by the surveyor to put up a board outside which might announce to the passer-by the work of healing and of mercy being carried on within. The authorities of the hospital found the Portman demands so unreasonable that they could come to no agreement, and narrowly escaped being fined in £200 because the negotiations fell through. An amiable stipulation to this effect had fortunately been omitted from the preliminary treaty for discussion between the parties. Now, the Samaritan Free Hospital is none the worse, for they have purchased fine freehold premises on the north of the Marylebone Road, which suit them infinitely better than Dorset House, and which if situated on the Portman estate would have cost a sum which they shrink from contemplating.

Everybody knows that there are such things as covenants in leases, and very absurd things some of them are. For instance, the City of London always stipulates with reference to its property near Regent Street that its servants may enter the dwelling houses to look after and repair old conduits and drains that have been blocked up this hundred years and more.

On the Craven estate, a covenant in the leases provides that if the plague breaks out in London the leaseholders are to surrender their dwellings so that they may be used as pest-houses. There is another covenant, however, that is curious, and may not be so harmless in its operation. It runs somewhat in this fashion:—"And also that the lessee shall not at any time without the previous consent in writing of the landlord, his surveyor, or agent, commence any action in respect of any permanent or temporary erection, alteration, or work which may be at any time made or carried on upon any adjoining, or opposite, or neighbouring messuage or building belonging to the landlord, or upon any site of any such building, or area, or yard belonging thereto in respect of any interference, or alleged interference, by such alteration or work with any existing or future right of access, of light or of air, or of other right or easement which is, or may hereafter be belonging to or enjoyed with or in respect of the premises." I must apologise for inflicting all this elegant legal phraseology upon my readers; but I will give an instance of how this covenant may be made to work. I do not say that my example comes from the Portman estate, but I supply it in illustration of the operation of an unjust covenant. A tradesman wished to renew his lease, and did so. His fine amounted to £1,000, his ground rent was doubled, and there was £400 insurance. "We won't interfere with you," said the agent, and at this the tradesman was glad, for good light was essential to the carrying on of his business,

and he did not like the look of the Portman covenant. No sooner was his fresh lease signed than the premises next door were let on lease to an association, who were authorised to pull down the old residence and build a most imposing edifice in its stead. This the association did, with the result that the tradesman's lights were blocked, and the premises, on which he had laid out so much money, were rendered useless for his trading purposes. He went in haste to an eminent solicitor, who stopped all lamentations by a pertinent request that he might see the lease. When it was brought, there staring him in the face was the Portman covenant, by which he had signed away his right to bring an action in his own defence, unless he had for it the previous consent in writing of his landlord. This very unfair covenant might so operate as to keep a man out of his premises altogether, unless he cared to perform his civic duties, and administer his personal affairs through the attic windows. The object of this equitable arrangement is, according to Mr. Bailey, of the Portland estate, who gave evidence before the Town Holdings Commission, to "prevent litigation." That, indeed, is evident on the face of things.

As I have dwelt at so much length on the Portman estate, I may give a few brief biographical facts about its owner and about its heir.

The Right Hon. Edward Berkeley Portman, first Viscount Portman, is descended from Sir William Portman, Lord Chief Justice of England in the reign of King Henry VIII. He is the son of the late Mr.

Edward Berkeley Portman, of Bryanston, and Orchard Portman. Bryanston is Lord Portman's palatial residence in the county of Dorset. In the adjoining villages the inhabitants are said to be debarred, by autocratic susceptibilities, from so much as seeing a newspaper not approved by the powers that be. But the aged Viscount isolates himself from the affairs of his London property, living in the stately seclusion of a Tiberius at Capreæ. When Lord Leigh pleaded on behalf of the Samaritan Free Hospital, the reference was always to Mr. Hunt and Mr. Moore, and "my son." Feminine tact could not even break through the rigid barriers which hemmed in an exalted isolation. "What's your name?" said the butler of Bryanston to a fair visitant, who had made the journey from London, and had driven up to Lord Portman's in a brougham hired at the village hotel—the Crown. "C," said she; "and can I speak to Lord Portman?" Back came Robert after an interval with, "My lord says you must put in writing what you want to see 'im about." This was done, and Robert returned once more with a note referring "C" to Mr. Hunt, Mr. Moore, and "my son." "Can I wait and speak to Miss Portman?" asked C. "My lord don't like people a-waiting about his 'ouse," remarked Robert, as C said, as if he had had the cue to be rude from his master. No refreshments! not even sherry and a biscuit; the offhandedness of a menial to the distressed tenant who had travelled, like another Jeanie Deans, so many miles to power for succour! "Will you call my carriage?" said C, moved to indignation

at so cavalier a treatment. This Robert did, and as he held open the brougham door, so that he might discount his official civility, he observed familiarly—it was a breezy day—“This wind don’t suit my ’ead.” The wind and Robert’s “’ead” are mingled in C’s memory with many a bitter reflection. Look at this incident as we will, it is significant of the absence of that *suaviter in modo* among the Portmans to which I have already drawn attention.

His lordship was born ten years after the granting of the 99 years’ leases, one year before the century opened in 1799, and is a living rebuttal of the quaint theory that “those whom the gods love die young.” During ten years he represented Dorset in Parliament, and Marylebone may proudly remember that for three months of 1833 the first Lord Portman sat for it in the House of Commons, and that its legislative interests were, for one quarter at least, watched with tenderest solicitude by one who understood them. When the Viscount dies, he will, in all human probability, be succeeded by his eldest son, the Hon. William Berkeley Portman, who was born in London in 1829. This gentleman married, in 1855, the only daughter of William Charles Viscount Milton (deceased), and granddaughter of the third Earl Fitz-William (she was born posthumous 1836). He was educated at Eton and at Merton College, Oxford. In 1854 he was appointed Colonel of the West Somerset Yeomanry Cavalry, in 1850 Deputy Lieutenant of Somerset, and in 1852 of Dorset. From July, 1852, to March, 1857, he was M.P. for Shaftesbury, and for

Dorset from 1857 to 1885. He is Chairman of Dorset Quarter Sessions.

In connection with the advocacy of the direct popular veto by Mr. Edwin Berkeley Portman (Viscount Portman's second son), it is instructive to consider the procedure adapted towards licensed victuallers on his father's estate. As usual, they have had to pay a heavy fine, to lay a great deal out on building, to submit to a vastly enhanced rent; but the agent, before he would listen to anything regarding an extension of lease, has required the applicant to produce all his trade books, to assist him, as the agent said, in fixing the terms of a renewal. Of course there are many persons whose opinions on the drink question will, in part, render them indifferent in a case like this. But, after all, the publican is a tradesman, and should not be liable, unless the State commanded it, to inquisitorial inquiry into his private concerns. Such an inquiry has too selfish an object, palpably, in view to be justified on any public grounds. On this principle, any landlord, where a monopoly gave him the power, and the law backed him up, might investigate the amount of his tenant's income, and then fix his demands at the highest point the tenant could possibly pay. This sort of thing, on a large enough scale, would put an end to enterprise and all business energy. It is clear, finally, I imagine, that our whole system of land tenure in towns needs revision.

It may be asked how these cruel premiums, exactions, and rack rents affect the worldly prosperity

of the dwellers on the Portman estate. I have already alluded to the migration from East Street. A tradesman, who has long carried on business in Baker Street, informed me that, after the heavy fine levied on him by the estate, and withdrawn from his working capital, he has had to face the fact that sixteen of what he called his "good-old-fashioned-customers" have been driven off the estate out of Gloucester Place by the policy which commends itself to Mr. Hunt. Tradesmen aver that it is with declining revenues that they have had to face the fierce financial cyclone which burst upon Baker Street and the surrounding thoroughfares during the month of March just past. I was told a pathetic story of how the Portman extortions make it impossible to conduct business except at a loss, and the victims endure and persist in their callings only because of that hope for better days which, happily, though it is often vain, cheers, like the sun-ray flashing between dark storm-clouds, the most melancholy, cast down, and dismayed of mortals. One shopkeeper, whose name was given me, has despaired of earning more money in Baker Street. He has resolved, while a little capital is still his, to shake the dust off his feet and depart, trusting that he may be able to support his remaining days upon the money he has been able to save from the wreck of his fortunes. But the others, for the most part, hang on. It has been hard to leave the old haunts, and the goodwill acquired at so much cost. But they maintain that the Portman policy spells "Ruin," that a once prosperous trading community

is in a condition not dissimilar from that of the least fortunate of English farmers. Customers look closer at prices than formerly, they expect deductions from the tradesmen; customers are fewer than formerly, and with all this the hand of the Viscount is heavier than formerly. This is not happening in Poland, but in the capital of a great free country. A bad system and hard, injudicious men have filled with gloom and foreboding hundreds of London homes. Surely this is not good for the State? Surely this system ought not to be perpetuated? Surely a remedy is to be found? The first object of the existence of an English community should not be the filling of the *porte-monnaie* even of Portmans.

CHAPTER III.

THE WESTMINSTER ESTATE AND POLICY.

IN the ranks of English dukes there is one whose name stands prominently and pre-eminently associated in the English mind with wealth in London land. What Michael Angelo is among artists, Napoleon among generals, Nelson among admirals, such is Hugh Lupus Grosvenor, K.G., P.C., Duke of Westminster, among the noble ground landlords of our metropolis. He is, however, by far too great a luminary to be approached directly by the major part of the race of men. It is the great man's great man who is the more immediately important person for tenants on the London Grosvenor estates to consider, as it is with him that they are brought most nearly into contact. His Grace may be at Cannes, or at Eaton Hall, but Mr. Henry Trelawny Boodle is always on the spot, ready to clinch a good bargain for his ducal employer. And on the Westminster estate they stand in awe of Mr. Boodle. It was with no small surprise that I noted the panic dread displayed by a British trading community lest they should offend Mr. Boodle. They seemed horribly afraid that, if the Duke's

solicitor could identify any story of alleged extortion appearing in the Press with one of them, that man would have reason to feel very uncomfortable. Said an independent observer to me in the course of my inquiry, "If only half-a-dozen of them would stand up like men, the rest, though cowards, might rally to them." But it is useless to ask for an urban Hampden on the Grosvenor estate of to-day.

Before we proceed further, let us, as we did with the Portman estate, walk round the territory of the Duke of Westminster. If my map is not elaborate enough in detail for the reader, let him take a Post Office map. For the Upper Grosvenor estate our promenade will be as follows: We shall begin at the Marble Arch, on the south side of Oxford Street, and we may, if we do not mind the vehicular traffic, go in the centre of Oxford Street, almost to South Molton Street, to Davies Street. Then we shall proceed behind Davies Street, down South Molton Street. We now turn westwards, so as to include the north side of Berkeley Square and Thomas's Hotel, and, giving one curious glance at the architectural beauties of Mount Street, we shall try to go westward, and then south-westward, to Dorchester House, the residence of Mr. Holford, of a little bit of whose garden the Duke of Westminster is ground landlord: Then we get back to the Marble Arch as best we can by the middle of Park Lane. Thus we have made the tour of the Grosvenor Square part of this mighty property.

We will now turn our attention to the Lower Grosvenor estate, the Belgravia portion of it. We take

our start from St. George's Hospital, for of the southern portion of that noble institution His Grace is ground landlord. We proceed down the middle of Grosvenor Place, and, when at the bottom, we bend a little to the eastward along Lower Grosvenor Place till we arrive at the Buckingham Palace Road. Here we move round a tongue of land which juts out eastward almost to Palace Street, where there is a chapel, and now we follow the western side of Vauxhall Bridge Road and Tachbrook Street, nearly in a straight line to the River Thames. We have a pleasant walk along the river to the Grosvenor Canal. Afterwards we turn north behind new lodging-houses facing the Chelsea Road. We wander to Commercial Road behind the barracks, but we must leave out Sloane Square, though we may include Westbourne Place. We leave Cadogan Place and Lowndes Square on the west, as neither of these is contained within the territories of the Duke of Westminster. Then we embrace Wilton Crescent and Belgrave Square in our perambulations, thus reaching once more the Knightsbridge Road. Let us bear in mind, to be perfectly accurate, that the Knightsbridge Road frontage does not own the sway of Mr. Boodle. There is yet another property of our Duke, around which, if my readers will bear with me for just a few lines more of topographical detail, I may as well lead them. This is what is known as the Millbank estate, and is near the Houses of Parliament. It is a still older property than the others, and here was Peterborough House, the ancient town home of the Mordaunts, Earls of

Peterborough, before it passed to the Grosvenors. We start here at Lambeth Bridge, and walk along the Horseferry Road nearly to Regent Place, then west to Vincent Street and the Penitentiary, the wall of which we skirt to get back to the river. It will thus be seen that the Millbank estate, as shown upon our map, has a tolerably regular oblong shape.

The main interest as regards the Duke of Westminster's London estate of to-day centres about Mount Street. Mount Street lies south of Grosvenor Square, and runs from the northern extremity of Berkeley Square westwards to Park Street. When Mr. Boodle was asked before the Select Committee on Town Holdings: "Can you give instances within your recollection where the Duke of Westminster and his father have caused rebuilding?" he answered: "They have caused a great deal of rebuilding to take place in my recollection; for instance, Grosvenor Gardens, Hereford Gardens, half of Grosvenor Place, part of Grosvenor Crescent, nearly the whole of the Oxford Street frontage of the estate, besides the houses now being built in Mount Street and in Duke Street, and isolated houses and rebuilding." And, frankly, as far as I have been able to ascertain, one of the main complaints against the Duke of Westminster is the manner in which he has effected "a great deal of rebuilding." His aim, according to Mr. Boodle, is to have wide thoroughfares instead of narrow, to put back the houses in rebuilding, so as to obtain broad areas and a good

basement for the servants. Most of the old London houses, Mr. Boodle stated, have very bad servants' offices, and very narrow areas, so that the gas has to be kept alight pretty well all day. His Grace of Westminster, however, wishes to have effective architecture, to insist upon good sanitary arrangements in houses, to promote churches, chapels, and schools, and open spaces for recreation, and so forth. This is altogether fair-sounding, in fact, too fair-sounding to be taken without a grain of salt. If the architectural good things were all done at the Duke's expense, if all the changes to be wrought had been undertaken with all the consideration due to long tenancy and careful regard for good-wills earned, I might have had some doubt whether it was advisable to touch on the subject of the Grosvenor estate. But, unfortunately, this is not the case, and in order to bring home to my readers the exact state of things, I must ask them to walk out from the north-west corner of Berkeley Square, and, keeping Davies Street on the right flank, to look round.

There is a couplet, which has done service frequently as an exemplification of the bull proper—

If you had seen these roads before they were made,
You would hold up your hands and bless General Wade.

This is just the feeling with which we may suppose Mr. Boodle contemplates his Duke's activities when he gazes on them westwards from the lower end of Davies Street. On the immediate right, the north-eastern end of Mount Street, there is a

ghastly gap where houses have come down and the builder has not yet had time to replace them. On the left, the southern side, stretches for a considerable distance a massive pile of dwellings, rich in all the ornament which the artistic skill of Messrs. Doulton can command. The ground floors are handsome shops, and above rise five or six storeys of such height and general dimensions that one immediately comes to the correct conclusion that they are not adapted to be abodes for the tradesmen who carry on business below, but must be meant for letting in residential flats. This side of the street now presents a very fine appearance, and there can be no question that when the architectural schemes have been carried out to completion, Mount Street will be one of the most striking thoroughfares in the metropolis. "Very noble and public-spirited of the Duke," it may be observed. Just so, but then these grand edifices were not raised at his cost, but by the present tenants out of their hard-earned savings, on the commercial credit they possess, and on pain of having to wander forth. They constructed this massive pile no more willingly than the children of Israel, some thousands of years ago, expended their energies in deference to the task-masters of Pharaoh.

Each of these new houses cost, on an average, seven thousand pounds to build, and, in certain instances, the occupier has found his outlay run up to nine thousand pounds, and has had no choice in the matter. He has been obliged to follow the

Duke's plans, and his liberty has been further fettered in that he has had to accept the Duke's architects. A list of them has been given him, and from this list he has been obliged to choose. If he consents to build in this way he is granted a lease, the ground rent varying from £3 to £6 a foot, and as much as £6 10s. a foot has been asked. As a leading tradesman observed to me, the outlay demanded of the tenant is so great as to seriously handicap him in his business; and he asked me if there was any relation in reason between the lofty structure above the shop and the place of business below. Architecturally one supported the weight of the other; but financially the burden was much too great. Of course, where the tenant may be lucky enough to let the superimposed flats at a good rent, he may survive the ordeal through which he has been forced to pass; but this is a speculative matter, and we may venture to inquire what moral right the Duke of Westminster has to compel old tenants of fifty years' standing to go to an enormous expense, at grave risk to themselves, to launch out in such an experiment. Then, be it borne in mind, that, after paying a large ground rent, and spending £7,000 to £9,000 on the house, the premises will go to the descendants of the Duke, without one pennyworth of compensation to the descendants of the man who staked his capital and ventured his credit that they might stand a monument to the Duke's taste in architecture. Yet tradesmen accept these terms, because they do not wish to leave the neighbourhood where

they have formed a connection, and where they have acquired a good-will. They admit, some of them, that they are seriously dissatisfied ; but every one has the fear of the Duke and the Duke's dependents so much before his eyes that there is the greatest difficulty in getting them to speak out. "I was dissatisfied," said one *bourgeois* complacently to me, "but I've got what I want now." "And what may the terms be?" I inquired. "Oh, I shan't say ; better than some of the others, and I don't want to make them dissatisfied." Then, smoothing his knee, he observed confidentially : "It isn't every one that can stand up against the Duke of Westminster. You must hold a candle to the devil, as the saying is." As this seemed an intimation that a candle would certainly not be held to me by this gentleman, but that I should be left as far as possible in the dark, I took my leave.

It might be expected that, as the terms of the ground landlord are so sufficiently onerous as regards building and ground rent, there would be no hard covenants to hamper a man in the conduct of his business. Butchers in Mount Street, however, will be in future under a disability which, in the eyes of their trade, may seem a serious one. They have been compelled in their leases to sign away the right to hang carcasses outside their shop-windows on a rail. The current of air thus obtained does the meat no harm, and in the morning, when the butcher is busy, it gives him more room inside to move about and attend to his customers. He and his *confrères* have a profound

faith in the trade benefits to be derived from what is known as a good display, and they argue that any stipulation which prevents them from giving full advertisement to their business in the old-fashioned style inflicts on them injury and loss. The powers that be do not see the thing in this light, and frown sternly upon the very suggestion to bring "a slovenly, unhandsome corpse between the wind and their nobility." A butcher remarked feelingly on this subject: "A row of clean, white carcasses is rather a taking and pretty object," and Mount Street would, perhaps, have been none the worse if the monotony of its southern *façade* had been broken by the raw material of the roast beef of Old England swaying in the breeze.

It is very generally observed on the Grosvenor estate that the actual tenants do not receive that consideration which is their due. Speculative builders appear to be preferred on the estate before the private occupiers, and the interests of holders of leases are not fairly considered—which, indeed, would seem to be clearly evidenced by what we have already said about Mount Street. If a tenant does not care to renew his lease on the Duke's terms, his premises will be let out to a stranger over his head for five years on nominal terms. What is worse, also, it is impossible for tenants to find out, right up to the end of their lease, whether they can renew or not. This is a grave regardlessness of the convenience and interests of others, and slight consideration will show how hard in its effects and injurious such conduct must be. I

now give an example which will make this still clearer.

A large business firm—Messrs. A—had premises in Mount Street. Their connection with that locality began in 1830, fifty-eight years ago. They had added to their buildings houses on leases of varying length; but these were eventually so assimilated that all the leases came out at the same time—namely, Lady Day, 1886. On March 14th, 1881, they entered into their first communication with the Grosvenor Estate Office with regard to their position as tenants on the estate, and, as this had merely to do with the terms under which renewal would be granted to equalise all the leases, there was small difficulty about it. In July, 1884, however—that is to say, a year and three-quarters from the expiry of their leases—they called at the Estate Office regarding a site for rebuilding, and they thought that it was quite time that they should know what they were to do on Lady Day, 1886. In case they failed with the Duke's agent, they had their eyes on a good site which they could secure on advantageous terms. When Mr. Boodle learned this latter fact, his manner towards Messrs. A. changed, and they inferred from this that they would soon have the conditions on which they could build. So they let slip the golden opportunity which presented itself elsewhere, and waited patiently for Mr. Boodle's announcement. On the 20th December, 1884, they secured the services of an architect, and sent him a letter of instructions. That gentleman put himself into com-

munication with Mr. Boodle, with the result that on the 24th March, 1885, he received a letter from Messrs. Boodle and Co., in which they stated that Messrs. A's application had been noted, and would be considered at the proper time. (Could there be a procrastination more cruel and selfish than this?) This was within twelve months of the expiration of the leases. The construction Messrs. A put upon the words "proper time," despite their past experience, was this—a fair and reasonable time before the expiration of their leases, so that, if they could not come to terms, they should have a reasonable time to remove their stock and get into other premises; and they rested upon that promise, and continued resting on it more or less uneasily. On the 18th December, 1885, they received a letter from the architect before mentioned, stating that he had been unable to get any appointment, on their behalf, to see Mr. Boodle. This was now about three months from the expiry of their lease, and the state of affairs looked very serious for Messrs. A. However, on the 1st January, 1886, they did hear from Mr. Boodle, but not as they expected, with reference to a site for rebuilding. He offered to renew the leases of the houses in Mount Street for $7\frac{1}{4}$ years from Lady Day, 1886, Messrs. A to pay the same rental as before, namely, £210 per annum, and a premium of £1,215. They could not see their way to accepting this, and now they had but three months before they must turn out. Fortunately for themselves, indeed it was great good luck, they found other premises. Still, the time given

was so very short that, with the heavy stock they held, and this a breakable one, too, they could not move out in time. They therefore instructed their solicitor to call at the Grosvenor Estate Office and ask that they might be allowed to stay on another three months. They knew that the house was not wanted, and that the new tenants were not coming in before June 24th. They naturally enough thought that they would be permitted to stay. The answer was peremptorily in the negative. Nevertheless, one of the partners in Messrs. A's firm wrote personally to the Duke of Westminster, then in the south of France, and going, as he put it, over the agent's head. The Duke intervened, did give the extra quarter's grace, but, like a thrifty Cræsus, demanded a double rental for the three months' extra extension given. Messrs. A, on March 16th, wrote to the Duke acknowledging his kindness, and on April 15th they received a note from Mr. Glennie, the Duke's collector, demanding the last quarter's rent, payable in advance. Any one who reads this story carefully must arrive at the conclusion that Messrs. A were treated with very scant consideration and courtesy indeed. One result of the short notice vouchsafed to them was this—that there was one department of their business which they were obliged to give up. They were thus left here with £3,000 worth of stock, for which they could not get £500. But, had they been allowed proper and fair notice, they might, by judicious and fair advertising, have got their capital back, even though they had seen no profit. When a Duke of Westminster

and his agent exercise so much power as they do over citizens of a free country, it would be well that they should yield some slight deference to the demands of equity and generosity. If I do not now go into the Armbrecht case, which runs on somewhat similar lines, it is because it was sufficiently ventilated in the London Press last year.

This autocratic kind of proceeding is by no means new ; and when the Duke of Westminster was making his alterations in the neighbourhood of Victoria Station, he appears to have shifted streets about in all directions at his own good will and pleasure. A magistrate is said once to have asked, in a vague sort of way: "Where is the Act of Parliament under which the Duke of Westminster is proceeding in Grosvenor Place?" but the Duke disturbed, and beautified, and modified public rights of way as if he was monarch of all he surveyed. The Vestries of St. George's, Hanover Square, and St. John's, Westminster, exist only to register his decrees and those of his agent, so that no voice of remonstrance is likely to be heard from them. Indeed, they all work harmoniously together, as the following story will show: When the Duke was busy about Grosvenor Place, he found that, to suit his architectural ambitions, the basements of the houses must be sunk lower than of old, and that this would necessitate a new sewer 2,000 feet in length. He thought the Vestry should meet the expense, which was some £2,000. However, for a wonder, a sound of remonstrance was heard. A com-

promise was the result, and of the £2,000 for the sewer pipes, rendered necessary by the Duke's operations, the Vestry paid one half and the Duke the other. For all this complacency the Vestry have rarely got anything out of the Duke. "The only generous thing he ever did for them," said an influential resident in the neighbourhood under consideration, "was to give to the Vestry an utterly useless piece of ground by Ebury Bridge, to be used as a mortuary," and then this gentleman, taking up a *Times* of January 14th, 1888, pointed out, and asked me to read, the following advertisements, which appear twice on the front page of the leading journal of that date :

NOTICE.—Notice is hereby given That on the third day of April next APPLICATION will be made to Her Majesty's Justices of the Peace assembled at the Quarter Sessions of the Peace in and for the County of Middlesex at the Sessions House Clerkenwell in the said County for an ORDER for the STOPPING UP of a PORTION of a certain PUBLIC HIGHWAY called Little Brown Street in the Parish of Saint George Hanover Square in the said County of Middlesex as unnecessary as indicated in a Plan marked B and therein coloured red and deposited with the Clerk of the Peace as hereinafter mentioned and that the Certificate of two Justices having viewed the same and proof given to their satisfaction of the several notices required by the Statute having been published with the said Plan marked B will be lodged with the said Clerk of the Peace for the said County on the twenty-fourth day of February next.

Dated this twelfth day of January in the year of our Lord One thousand eight hundred and eighty-eight.

The Seal of the Vestry of
the Parish of Saint George
Hanover Square in the
County of Middlesex af-
fixed by Order of the
Vestry as Surveyors of
Highways for the said
Parish.



J. H. SMITH, Vestry Clerk.

NOTICE.—Notice is hereby given That on the third day of April next APPLICATION will be made to Her Majesty's Justices of the Peace assembled at the Quarter Sessions of the Peace in and for the County of Middlesex at the Sessions House Clerkenwell in the said County for an ORDER for the STOPPING UP of a PORTION of a certain PUBLIC HIGHWAY called Balderton Street in the Parish of Saint George Hanover Square in the said County of Middlesex as unnecessary as indicated in a Plan marked C and therein coloured Brown and deposited with the Clerk of the Peace as hereinafter mentioned and that the Certificate of Two Justices having viewed the same and proof given to their satisfaction of the several notices required by the Statute having been published with the said Plan marked C showing the old and new highway will be lodged with the said Clerk of the Peace for the said County on the twenty-fourth day of February next.

Dated this twelfth day of January in the year of our Lord One thousand eight hundred and eighty-eight.

The Seal of the Vestry of
the Parish of Saint George
Hanover Square in the
County of Middlesex af-
fixed by Order of the
Vestry as Surveyors of
Highways for the said
Parish.



J. H. SMITH, Vestry Clerk.

“That is to enable the Duke of Westminster to appropriate those two streets as building ground,” said the gentleman just quoted, and he did not hesitate to stigmatise the whole thing as a job, wherein the vestrymen showed themselves the very obedient servants of His Grace. In rearranging his London territories, the Duke annexes streets consecrated by long usage to the service of the public without saying by your leave or for your leave to anybody. To this sort of thing, as we see, subservient vestries lend themselves.

If Viscount Portman compels his tenants to

pay exorbitant premiums, and to undertake heavy modernising improvements before he will renew, we see that the hand of his brother potentate of Westminster is not much less heavy. The tenants on the Westminster Estate have to lay out larger sums on extravagant rebuilding. I like fine streets as much as any one, but I object to see numbers of Englishmen forced to tax their capital so heavily and perilously merely to suit the dictatorial architectural caprices of a millionaire Duke. When a man has been fifty years in a neighbourhood and has obtained there all the consideration and good-will accruing to long and respectable residence, he should not be liable to be sent adrift, to start afresh in the world somewhere else, at the mere nod of a landlord or his agent. Further, I hold that a great noble should be courteous and civil, and should enforce on his representatives and agents the truth of the old saw—"Manners makyth man." Letters should be answered, and that, too, with politeness. His Grace should know his own mind on the question of granting a building site to a tenant before the latter's lease is within three months of expiry. Otherwise, a sense of injustice suffered and of tyranny endured will grow up in the community. I can imagine the intelligent child of the future being taken to Mount Street and there asking these questions and obtaining the answers affixed:—"Who caused these houses to be built?" "The Duke of Westminster." "Who paid for the building of these houses?" "The Duke of Westminster's tenants." "Then they belong to the Duke of West-

minster's tenants' children?" "No; to the Duke of Westminster's children." "Was the Duke of Westminster very kind to the tenants?" "He made them beautify his building land out of their own pockets, and took credit for that; charged them a heavy ground rent, and at the end of ninety years they were to submit to reversion of the property to his descendants." If further inquiry was made as to his urbanity and courtesy, we know what answer might be given. As to his liberality, it would be declared that he once gave a piece of land, perfectly useless to himself, as a mortuary to the parish of St. John's. With regard to the Duke's life in other respects, the child of the future might listen to something similar to the biography I supply in brief outline here.

Hugh Lupus Grosvenor, K.G., P.C., of Eaton Square, Cheshire, first Duke of Westminster, was born in 1825, and succeeded his father in 1869. The first peer of his family was Sir Richard Grosvenor, who was so rewarded by Pitt for his electioneering services. Sir Richard was raised to the peerage under the title of Baron Grosvenor, and subsequently of Viscount Belgrave and Earl Grosvenor. The present Duke of Westminster was M.P. for Chester from 1847 to 1869, and, as Earl Grosvenor, obtained considerable notoriety from the part he played in the formation of the Cave of Adullam. He was a Volunteer *aide-de-camp* to the Queen in 1881, and was Master of the Horse from May 1880, to June, 1885. He is said to be descended from Gilbert le Grosvenor, one of the companions of William

the Conqueror in his invasion of England. A large part of the Grosvenor property has come from fortunate marriages. Davies Street, which we have mentioned before, takes its name from the heiress who brought this Cheshire house most of their London property. In the "Annals of Westminster," by the Rev. M. Walcott, I find it stated that on July 2nd, 1665, Alexander Davies, of Ebury, County Middlesex, was buried in the yard to the north of St. Margaret's Church; and he further remarks that it was through this Alexander Davies's daughter, Mary, all his extensive property round London devolved upon his grandson, Sir Robert Grosvenor, who lived at Peterborough House, Millbank, purchased from the famous captor of Barcelona by the Grosvenors. The present heir to the title and colossal wealth of the Duke of Westminster is a boy of nine, Hugh Richard Grosvenor, Viscount Belgrave, who was born at Saughton Towers, Chester, in 1879. This young gentleman is manifestly too young to have any part in the sins of his forbears. Perhaps he will live to see the ninety years' leases fall in, or, better still, enfranchised. In any case, great power for good or ill as regards an important portion of London will rest in his hands. Let us hope he will use it, when the time comes, generously and wisely. Is it too much to wish that he may at once begin to play the part of "Little Lord Fauntleroy" to his grandpapa's "Earl of Dorincourt"?

In looking back over what I have seen on the Grosvenor estate, I do not hesitate to affirm that the advantage taken by the ground landlord of the

fact that the law empowers him to confiscate the good-will of a tenant long resident in a neighbourhood is outrageous. A tailor doing business in Mount Street for fifty years is not supposed to be able to bear his share of the expenses of the Duke's architectural mania, and Mr. Boodle contemplated cutting him adrift with equanimity. A large firm in Park Street objected to the extravagant premium and vastly enhanced rent of their premises demanded from them. "If you don't take them," said Mr. Boodle, "so-and-so will." So-and-so was a stranger to the estate, and as a member of the firm, a dear old gentleman, said smilingly to me: "When he put it in this way, we gave in." The most high and mighty Duke did not scruple to use to the full the lever his ability to separate a man from his good-will gave him. Thus he can seize old streets and appropriate them to himself, or get a subservient vestry to do it for him. He makes the tenants impoverish themselves to build too costly structures, because he has them by the throat, and can kick them out of their livelihood, if they do not erect enormous piles, for his grandsons to annex one day altogether. Actually, too, Mr. Boodle quotes this sort of thing to the Town Holdings Committee, as showing how superior the Duke's streets on the leasehold system are to Bond Street, where there are a number of separate freeholds. I make bold to ask any one to walk down Park Street and Bond Street, and see if the latter is not the finer street. As for the new avenues built by the Duke at other people's expense, forced by a cruel, mercilessly exploited

terror, which tells them they must do it or starve—well, I prefer the more modest, but still handsome thoroughfares where free men dwell. Admiration of the great architectural remains of Oriental monarchs of the past is tempered by the reflection that those huge piles of bricks and mortar represent not only the pride of one, but the groans, the tears, the life-long misery of millions. So it is with the Duke of Westminster's achievements in street reconstruction. And this is to be deplored—that the terrible anxiety of the many, and their attachment to home, should minister to the triumph of an autocratic whim. Pharaoh and his prerogatives are an anachronism in modern London.

CHAPTER IV.

THE BEDFORD ESTATE AND POLICY.

AMONG great Whig Houses, that of Russell holds a proud position. In these latter days its headship has fallen into the hands of Francis Charles Hastings Russell, ninth Duke of Bedford, K.G. Vague notions exist in the public mind as to the extent of this noble's London property, probably induced in great measure by the frequency with which his name has appeared in the columns of the Press, a target for a good deal of censure, not altogether undeserved, as my readers will presently see. Possibly, also, the reiteration of names associated with the family in many a street and square has something to do with it. However that may be, as a matter of fact the whole estate in the three parishes of St. Pancras, Bloomsbury, and Covent Garden covers $118\frac{1}{2}$ acres. Of these, $100\frac{1}{4}$ acres are in Bloomsbury and St. Pancras, leaving $18\frac{1}{4}$ acres for the Covent Garden portion of the property. Mr. John Robert Bourne told the Select Committee of the House of Commons on Town Holdings, with a certain complacency at what he evidently thought was the magnanimity of the ducal house of Russell,

whose steward he is, that, out of the 118½ acres, one-fifth of the whole was devoted to pleasure-gardens, altogether exclusive of roadways and street-ways, and so on, which were "unusually wide and handsome, as is very well known." Further, Mr. Bourne is pleased to think that there are few poor on His Grace of Bedford's estate. As he informed the Select Committee that "a working-class population necessarily creates decadence and decay," it is fortunate, from his point of view, that the Bedford Estate has been so laid out as to exclude the people from its borders. Mr. Bourne admitted, indeed, that this sad consequence need not result from working people living in houses if they were under the benevolent care of a ground landlord, of the freeholder, or of the owner of a house, or whoever it might be. We shall learn all about "the benevolent care" presently; but beforehand we take our accustomed walk round. Mr. Bourne remarked to me when first I had the pleasure of making his acquaintance, that he showed the Select Committee a map of London with the Bedford estates marked in colour, and that the members of the Committee were really quite astonished to find what three very small "splashes" the Duke's estate made in the whole metropolitan area.

First, let us take "splash" number one. It lies just north of Euston Station, midway between Pancras Road and Regent's Park. The eastern boundary takes us up to Hampstead Road, from Robert Street to Crowndale Road, along which thoroughfare we go east

till we come to Oakley Square, when, turning at right angles and towards the Euston Road, we arrive at Johnson Street, by which we proceed west to Seymour Street. We walk down Seymour Street till Euston's big railway buildings loom up on our right. Our course now should be right across the station to Robert Street again. Within our circuit we shall have included the following streets and squares—Harrington Square, Amptill Square, and Oakley Square, Seymour Street, and Warrington Street. This is the Pancras portion of the estate.

Now for "splash" number two. As it will take me some time to get through it, perhaps my readers will be best pleased if I suspend the peregrinations, and just mention the principal squares and thoroughfares in the middle, or Bloomsbury part, of Bedfordia. It is the region, as everybody knows, of University College and of the British Museum. Besides there are Tavistock Square, Gordon Square, Russell Square, Torrington Square, Woburn Square, Bloomsbury Square, Great Russell Street, Chenies Street, Woburn Place, and part of Gower Street. Roughly speaking, it stretches from Endsleigh Gardens on the north to New Oxford Street on the south, and from Woburn Place on the east to Tottenham Court Road on the west.

"Splash" number three is the smallest, but still the most important of the lot, for it includes Covent Garden, with its world-famous market, where Duke Francis levies toll on the vegetables, flowers, and fruit of all London in a style which would do credit to

an old Rhine baron of the Dark Ages, and keeps his ducal thumb well down on his serfs, whether the fractious or the obedient. As everybody knows, or should know, Covent Garden is not, in its external form and condition, kept in precisely the way one might expect, when it is remembered that noble revenues are drawn from it by its autocrat. The principal thoroughfares of the estate here, I may now observe, are Bedford Street, Henrietta Street, Russell Street, and Tavistock Street. With these streets we shall not have much to do ; but it may be noticed on passing that the family are addicted to their domestic names, as though afraid they might die. A vain fear, I take it. They will live as long as the memory of Covent Garden savours, which will rank hereafter with the record of the ancient charms of the Fleet river.

On the Bedford estates the town houses are held from the freeholder under building leases, or repairing leases, or rack-rent leases, or on agreement, or by parol. Over the leases in the squares of Bloomsbury, Mr. Bourne watches with a quite paternal solicitude. He told me that actually once an American doctor applied for a house in Bedford Square, and wanted to put up a plate on the door with "Aural Institution," in big letters upon it. Mr. Bourne observed to the American's solicitor that he should not object to M.D. on a plate, but "Aural Institution" looked like a trade, and the introduction of such a thing into their midst would certainly shake the nerves of the residents in Bedford Square. And really, it was quite curious, enough to

make one smile, for the solicitor admitted that he was afraid it was a trade, and that the American wanted to manufacture little things for people to put in their ears. Of course, it was quite out of the question letting such a person have a house in Bedford Square. Bedford Square would have come down to the office to resent such an outrage. But still there was Bloomsbury Square, which, strangely—such things will happen, as one knows—has fallen off in caste lately, having a College of Preceptors, though they use no brass plate with long letters. So the New Yorker was consigned to Bloomsbury Square, and Bedford Square was saved. Gordon Square, too, was once in the throes of anguish. The inhabitants, some of them, complained that a house there was being used as a boarding-house. It was surmise, pure surmise. They had no proofs, and, without these, the steward could not act, for he is far too straight and magnanimous to employ detectives. Then there was another square. The residents—altogether it was quite amusing—thought Mr. Bourne was going to move the bars and gates, and they held a meeting and formed a committee to watch his action. It is a wonder that the bars and gates did not begin to chuckle and guffaw at so absurd a proceeding.

But now for a change. Let me turn to the story of the widow, to be followed by that of the fatherless girl. We shall see how the Duke and his steward looked upon these in their afflictions. It will be more interesting than the little trials of Bloomsbury respectabilities.

In Mr. Bourne's estimation the Duke of Bedford is a sort of earthly Providence to London, and His Grace's steward is a sweet ministering angel. I proceed to give my readers, in full and authentic detail, a case in which these high powers will be seen in congenial, cherubic, and chivalric play. A poor widow recently lived in Long Acre. Her husband, before he left her to mourn for him, had purchased the good-will of a tobacconist's business, with a lease which had originally fourteen years to run. He spent also a considerable sum of money on his premises situate in the thoroughfare above-named. He died, leaving his widow practically unprovided for. She was, however, what our ancestors were in the habit of calling a "notable body"—that is to say, she was thrifty of her earnings, obliging to others, and attentive to her business. Thus she was enabled to pay off a great many of her husband's liabilities, and to put things tolerably straight. Macaulay's young Virginia was no more bright and cheery on her memorable course home from school, to end all so sadly, than was our widow. The blow came suddenly out of a sky from which the clouds had been swiftly lifting. It was fifteen months before the widow's lease expired that, one fine morning, the Duke's agents called upon her to give up possession, representing to her that the house was dangerous, and that they were going to pull down the adjoining building. If her house was dangerous, matters would scarcely seem likely to be improved by demolishing the premises next door. Still, she was only a poor

widow, and so the agents of his great Grace Francis, Duke of Bedford, jauntily proceeded to the work of destruction. I can imagine the chirpy, chirruppy laugh, which awaited news of the sorrow of a widow. Down came the adjoining house all but the ground floor. Then our gentlemen thought they would remonstrate again with their gentle but perverse antagonist. They told her that unless she removed, the house would fall, and she would be buried among the ruins. They thus frightened away her lodgers, who had been with her eight years, and in other ways molested her. For instance, they erected a massive timber support in front of her house. This may seem, to some people, a kindly, considerate act; but was eminently calculated to keep nervous passers-by from becoming her customers. It, as certainly, hindered access to her shop. Fortunately, the story of her treatment came to the ears of a gentleman of means, who was also a foe to injustice. He speedily found that Duke Francis's agents had exceeded their powers, and were liable in damages. So an action was brought for damages sustained through loss of lodgers and from diminution of trade. As we know, the former had fled, and His Grace's strut played havoc with the takings. The action, however, was strenuously defended by the Duke's agents up to the very day of trial, and then compromised by the Duke's counsel in court just before being called on for hearing! Read side by side with this, another fact is eminently instructive. The Duke had not even obtained the authority of the district surveyor for pulling down

the adjoining house! Those who swear by legality, who appeal to it in and out of season, care little for their idol, when it does not suit them.

The Duke would, doubtless, say of law what some folk do of literature—that it is a good servant, but a bad master. Let us suppose, however, that the poor widow had been as helpless as the Duke's agents evidently thought her. What would have happened, as sure as fate, is most distressing to contemplate. The bustling little woman would have been robbed of the fifteen months of her lease yet to run. Her good-will, her livelihood would have been confiscated. Helpless, forlorn, abandoned, she would have wandered forth to swell the throng of the destitute and the despairing in the least savoury of London quarters. The weak would have gone to the wall. Had not a widow's importunity been backed by kind friends, it would have lost the day, and a bitter wrong have been perpetrated. But, then, my Lord Duke does not like poor people on his estate. They deteriorate my Lord Duke's property. So, forsooth, they must be hunted forth wherever found, with just about as much consideration as is given by mankind to vermin.

If the Duke and his steward are indifferent to the claims of the widow, neither can it be said that they have much bowels of compassion for the fatherless, as the following too true narrative will show. In Centre Row, Covent Garden, during forty-three years, the Slaymaker family carried on business as fruiterers and florists. There were a father and mother, two sons, and a daughter. The father died many years ago ;

but it was only in April last year that Mrs. Slaymaker passed away, leaving her daughter, Miss Julia Slaymaker, to carry on the shop and to support herself and her invalid brother, who lived, for his health's sake, amid the pine-trees and soft sea breezes of Bournemouth. The shop in Centre Row, Covent Garden, had been tenanted by the Slaymakers at a rental of £1 15s. a week. When her mother died, Miss Slaymaker called on Mr. Bourne, at the Bedford office, in order to obtain permission to continue in the premises. It may here be interjected that her father had paid £100 in 1844 to the then outgoing tenant for the business, while the Slaymakers laid out so much money in fitting up the place that it was the most completely provided retail establishment in Centre Row. Now let us return to the steward's office, where Mr. Bourne either sits by the large window looking out on Russell Street, or stands with legs extended and hands crossed behind his back on the hearthrug by the mantelpiece. He informed Miss Slaymaker that she could continue in the premises at a rent of £4 a week; but on conditions. Dismayed as that lady was at the sudden rise in the rent, she was still more thunderstruck at the other stipulations. She was to give up the florist department, and become, purely and simply, a fruiterer. Moreover, besides this, she was to dismiss her manager, whose skill and energy, displayed over a number of years, had proved the mainstay of her family. Proposals so monstrous were certainly not to be accepted without reflection. She left Mr. Bourne's office, and lived in suspense for

six months, when she received the following letter from the steward :

BEDFORD OFFICE, BLOOMSBURY, W.C.,
Oct. 20th, 1887.

CENTRE ROW, COVENT GARDEN.

MADAM,

You asked for time within which to make the alteration in your arrangements so as to carry on the business on the terms stated at our interviews. I am willing to let you the shop and premises, as a weekly tenant, at the rent of £4 per week, subject to all the market rules and regulations.

It must be distinctly understood that the place is let for the business of a fruiterer's—also that it is not to be used as a residence.

In strictness the rent ought to date back to the time of the death of Mrs. Slaymaker, but it can commence from the current week. Be pleased to write your acceptance of these terms.

Yours faithfully,

JOHN R. BOURNE.

MISS SLAYMAKER.

This lady, then, with doubled rent and manager dismissed, was to dock herself of the best half of her business, and to add to her expenses by living away from the shop. Such was the modest proposal which Duke Francis's steward flung at orphanhood in its first months of anxiety and grief. This is Miss Slaymaker's reply :

COVENT GARDEN,
Oct. 20th, 1887.

SIR,

In reply to yours, I am willing to accept the shop and premises occupied by my late mother as a

weekly tenant at £4 a week to carry on the business of a fruiterer and florist combined as hitherto. I agree not to use the premises as a residence, and also to comply to the market rules and regulations.

Yours respectfully,
JULIA SLAYMAKER.

MR. BOURNE.

Note the feminine craft of "fruiterer and florist" to catch wily Mr. Bourne! It is piteously like the small stratagems with which the poor little fly might seek to evade the machinations of his arch enemy, the spider. Surely in vain was the snare set, for here is the steward's rejoinder:

BEDFORD OFFICE, BLOOMSBURY, W.C.,
Oct. 21st, 1887.

CENTRE ROW.

MADAM,

I must beg your attention to a variation you have introduced. I offered to let the premises for a *fruiterer's* business, not a florist's. There must be no misapprehension on this point.

Yours faithfully,
JOHN R. BOURNE.

MISS SLAYMAKER.

The fly's small attempt to outwit the estate lawyer was a failure. So now, scarcely more wise than before, she appeals to his sense of justice, to any quality of mercy and of pity, that might survive in him from childhood, and the lessons in compassion and sympathy with fellow-mortals learnt at a mother's knee.

COVENT GARDEN,
Oct. 24th, 1887.

SIR,

At my last interview with you, when you spoke of letting the premises in question as a fruiterer's only, and at an increased rental, I told you that under those conditions I could not possibly get a living. I left you on the understanding that you would give it your consideration, and then write me your terms for my acceptance or refusal, as the case might be.

As you now offer me the premises to carry on the business of a fruiterer only, I make an earnest appeal to you to reconsider your decision, and to let me the premises at a weekly rental of £4 (the sum named by you), to carry on the business of a florist and fruiterer.

The premises in question have been tenanted by my family for forty-three years, most of which time a florist's business has been carried on. Awaiting your decision, which, I trust, may be favourable, I am, sir, yours respectfully,

JULIA SLAYMAKER.

MR. BOURNE.

Thus closes this correspondence, for to this appeal the steward deigned no reply. After some short interval had elapsed, the lady moved to 25, Catherine Street, just outside the Bedford realm, and there recommenced a fresh start in trading life as Slaymaker and Co. But it is no small loss to sever business associations which have lasted forty-three years, centred round one spot. It is matter, too, of wondering reflection to Miss Slaymaker that, since her departure, her old abode has been let to a neighbour named Garcia, who is allowed to pursue together the twin callings of

fruiterer and florist, and for whom the shop has been specially fitted up, so that he may pursue together the twin callings. Altogether, this episode has a hard, autocratic atmosphere about it, which does not smell much of freedom. That such thralldom to a *grand seigneur* should exist and be possible in the heart of this great metropolis is scarcely credible to many easy-going folk in the commercial capital of the world. In such ignorance of wrongs and tyrannies, practised at our very doors, we have been contented to exist.

The tolls levied by the Duke of Bedford in that market of Covent Garden where Miss Slaymaker resided, till she was so meanly ousted, have been declared, on good legal authority, to be illegal. I have not space here to go into the long list of them. I just give three or four, or so, as a sample of the style in which the great noble looks after other people's halfpence. As it is somewhat a dry subject, perhaps it may be made slightly more juicy if we take our lesson in the Fruit Market:

For cherries, a toll of $\frac{1}{2}d.$ per sieve, and so in proportion for any greater or less quantity.

For apples, pears, plums, apricots, peaches, nectarines, gooseberries, and currants, a toll of $\frac{1}{2}d.$ per sieve or bushel, and so in proportion for any greater or less quantity.

For carrots, a toll of 1s. 6d. per score dozen bunches, and so, etc.

For oranges, a toll of 4d. per chest, and 2d. per box, and so, etc.

The schedule of the rents, tolls, and sums of money

to be payable and paid in the several parts of Covent Garden Market would quite fill six or seven pages of this book. As regards the general grievance of the market gardeners of Covent Garden, I am of opinion that they are very satisfactorily put in the columns of an evening paper. This is the view of those primarily concerned, so I venture to quote at some length :

By an Act of Parliament passed in 1823, $\frac{1}{2}d.$ is fixed as the toll on each sieve or bushel, and so on for any greater or less quantity in proportion. Millions of packages of fruit, flowers, and vegetables arrive yearly from France, Germany, Spain, Portugal, and other countries, and for each packet a fee of from $\frac{1}{2}d.$ to $4d.$ is charged. Now, in the majority of cases it would take six packages of fruit—cherries, etc., to make up what is described as a sieve or bushel, and it is evident the Act of Parliament clearly meant by the words “Greater or less quantity in proportion,” that on a sieve or bushel, no matter in how many packages it arrived, only a tax of $\frac{1}{2}d.$ was to be levied. Yet the Duke of Bedford in many cases receives $2d.$, or even $3d.$ for his sieve or bushel. . . . Another piece of gross injustice of which bitter complaint is made by the market people is this:—The Act of Parliament declares that for such cart-stand on which any person shall expose fruit, flowers, etc., for sale, $1s.$ per day must be paid. Instead of this, however, those who occupy those stands with the waggons have to pay a sum of $2s.$ per day, thus being compelled to contribute to the noble Duke exactly double the sum allowed by the Act of Parliament. Again, there are what are called yearly stands, and for these Parliament has fixed a toll of $1s.$ per annum for every square foot (superficial).

Where the stand is covered, 1*s.* 3*d.* is allowed. Now the Duke of Bedford, in many cases, refuses to let these stands to the growers by the year, but lets them as casual stands to the growers, thus considerably adding to his own income at the expense of those who are compelled to submit to his terms. Another grievance with the growers who have casual cart stands is that they are charged so much the stand, and a toll for each sieve in addition, instead of being charged by the waggon. Thus a man may have, and often has on the stand, 200 packages, and he has to pay $\frac{1}{2}$ *d.* per package (9*s.* 4*d.*), instead of the legal charge, 1*s.* For all goods except carrots 1*s.* per waggon is allowed by Parliament. For carrots a toll of 1*s.* 6*d.* is fixed. Perhaps the extra charge was put on with the laudable desire of checking indigestion. Again, 1*s.* is charged for a cart at the casual stand, where only 4*d.* is allowed by the Act of Parliament. In the portion of the market set apart for the flowers the Duke has raised the prices in the same exorbitant manner. By Act of Parliament a charge of 1*s.* 8*d.* per annum per square foot (superficial) is fixed as the rental. The Duke turned the people who occupied those stands into the flower market, which he had built outside the boundary, and he has managed to raise their rents to nearly 6*s.* per square foot. These rents, too, have to be paid six months in advance. . . . The Duke, and even his meanest agent, regard themselves as not merely lords and masters of Covent Garden, but of every man or woman who occupies any portion thereof. It is the old relation of lord and villain renewed under crueller social conditions. The shopkeepers in the centre avenue originally paid about £1 12*s.* per week. They are now paying £4 to £6 for the same premises. The result is ruin to many. One

man got "smashed" and died in the workhouse after struggling for many years. Others have become bankrupt, and so have had their prospects blighted.

Further to exemplify how "tolls" are levied in the neighbourhood of and in Covent Garden, I may add that the carters and waggoners who bring in goods to the market cannot all get into it. So they form a "toll" in all the approaches to the market. On market mornings carts with vegetable produce have been seen standing in line as far distant from Covent Garden as Trafalgar Square. Now, the owners of every one of these carts, even if it be obliged to stand half a mile from the market, pays toll to the Duke of Bedford, who makes £10,000 a year out of it, the money being paid *daily* into the Duke's banker's hands. In fact, the more the streets of London are incommoded by these produce carts, the greater His Grace's gains. He is an obstructor of thoroughfares on almost as large a scale as he is a toll-collector.

In order to relieve the depression produced by the tenour of what has just gone before, I must tell the story of the cabman. Just opposite the southern end of the market was Tavistock Row, now pulled down. The site has been fenced round with railings, so as to form an enclosure. Into this the traps of small green-grocers are shoved in the morning, to get them out of the way of the carts and waggoners, crowded about the market, and from each driver twopence is extracted. There is a broad entrance to this fenced-in space at

the north-eastern end. Now, down from Great Russell Street, towards the Hummums, came cabby gaily one morning, as gay as if Duke Francis did not exist. The vehicles from in front of the market jostled him, and, in order to save himself and his cab from disaster, he backed into the enclosure. No highwayman was ever quicker with "your money or your life;" no waiter was ever more insistent upon his tip than were the ducal retainers upon extracting the price of a pint of four ale from our poor Jehu. From this it is to be seen that one must drive warily in the vicinage of Covent Garden.

As it may interest my readers, I now proceed to give copies of the notices, and details of the customs in the matter of bars and gates, which artificially enhance the value of the property of the Duke of Bedford, for which no compensation is given to the public in return for the inconvenience. Of course it is all done under Act of Parliament, and His Grace is not the only sinner.

Copy of notice at gate east end of Harrington Square,
near Houghton Place.

By permission of the Duke of Bedford, and during His Grace's pleasure, gentlemen's carriages of every description, hackney coaches, cabriolets, and persons on horseback may pass this gate from seven o'clock in the morning till eleven o'clock at night. Empty hackney coaches, empty cabs and carts, drays, waggons, trucks, cattle, and horses at exercise, will not be permitted to pass.

Bedford Office, Bloomsbury, June, 1887.

At the south end of Harrington Square there is this further notice :

“No thoroughfare for coal waggons or omnibuses through the gate of Harrington Square. The gates are open from 8 a.m. till 11 p.m.”

Between the two gates in Crowndale Road for Oakley Square, at the gate at Taviton Street, at the gate at Endsleigh Street, at Gordon Street, and over the gate rails with six posts on either side at Torrington Place, there are notices similar in their terms to those found in the notice at the east end of Harrington Square. There is no notice, however, at the gate at Upper Woburn Place, nor has there been any notice put up here during the present porter's occupation of the lodge close by, which is over twenty years. The practice is for gentlemen's private carriages, and gentlemen on horseback, to be let through between seven o'clock in the morning and ten o'clock at night from Lady Day to Michaelmas ; for the remainder of the year—namely, from Michaelmas to Lady Day—from eight o'clock in the morning to ten o'clock at night. There are gates across the roadway, and iron posts fixed in footways on both sides. Naturally, many of the residents in these neighbourhoods do not object to these bars and gates, for if they block the circulation of the metropolis generally, they provide a larger amount of privacy, seclusion, and quiet for the favoured few. The Duke's agents can use them to exact a much-enhanced rent. His property is raised in value at the expense of the easier flow of London

life, and we have yet to learn that he has given the public any compensation in return. While awaiting an Act of Parliament which will set things straight, the Duke will, perhaps, bethink him of the debt he owes London for the forbearance shown him, and we shall see something handsome done in Covent Garden, which will make us think that the services rendered by the Russells to the State need not only be looked for in the annals of our past history.

Francis Charles Hastings Russell, ninth Duke of Bedford, was born in 1819. He was M.P. for Bedfordshire from 1847 to 1872, in which latter year he succeeded to the Peerage. The founder of his family the eloquent Burke described as follows:—"The political merit of the first pensioner of the House of Bedford was that of being concerned as a Councillor of State in advising, and in his person executing, the conditions of a dishonourable peace with France—by instigating a tyrant to injustice to provoke a people to rebellion—by giving his hand to the work, and partaking the spoil with a Prince who plundered a part of the National Church of his time and country, by being a prompt and greedy instrument of a levelling tyrant who depressed all descriptions of his people. His grants were from the aggregated and consolidated funds of judgments iniquitously legal, and from possessions voluntarily surrendered by their lawful proprietors with the gibbet at the door. His merits were by acts in which he served his master, and made his fortune to bring poverty, wretchedness, and depopulation on his country."

The heir to the Dukedom is George William Francis Sackville, Marquis of Tavistock, who was born in London in 1852. He married, 1876, Lady Adeline Maria, daughter of the third and last Earl Somers. She too was born in 1852. He was educated at Balliol College, Oxford, graduated B.A., 1874, and is a student of the Inner Temple. He was M.P. for Bedfordshire from April, 1875, to November, 1885. The impression left upon the mind, after careful consideration of the management of the Bedford estate, is that it is void of all generosity and kindliness. In this inquiry for the first time I heard angrily used such epithets as "hard," "flinty," "tyrannical," and also the even less taking ones of "mean," "petty," "grasping." Greed and peddling interference go hand in hand to keep alive a feeling of bitter resentment. However, this is not merely a question for the folk who trade in Covent Garden. It is plainly to the interest of the people of London that their great floral, fruit, and vegetable market should not any longer be a by-word and laughing-stock through the barefaced exactions and illiberality of Duke Francis of Bedford.

CHAPTER V.

CONCLUSION.

IN the last three chapters I have taken my readers round three great estates—the Portman, the Grosvenor, and the Bedford. The titular sovereigns of these realms, as we have seen, are Viscount Portman, the Duke of Westminster, and the Duke of Bedford; the living, moving, ever-present vicegerents are Mr. F. W. Hunt, Mr. H. T. Boodle, and Mr. J. R. Bourne. Around these estates are many others, including the dominions of the Ecclesiastical Commissioners. But the three I have visited and examined are fairly typical of the rest. There is no need to pursue inquiry further to feel certain that the present position of the London tenant under the leasehold system is in the highest degree unsatisfactory, if not intolerable. Let me, then, summarise the result of the investigation into the policy pursued on these three great properties.

On the Portman we have found that, owing to the fact that nearly two thousand leases were to fall in on Lady Day, 1888, the landlord and his agent were placed in a position of enormous power and authority

towards the dwellers in Baker Street, in Gloucester Place, and in all that neighbourhood. The trading leaseholders have known that at a mere nod from Mr. Hunt, endorsed by the venerable Viscount at Bryanston, they might be deprived of the good-will and the connection they had won for themselves by years of respectable toil. They had given to their houses a special value through their persevering efforts, and if they were compelled to leave their shops, they would be forced, if not too old to attempt it, to begin afresh, to fight again the battle of life from the very beginning. They would have no legal hold whatever on the premises, in which they had lived so long, on the morning of March 26th, 1888, unless they had the permission of Lord Portman's surveyor. Viscount Portman has had his lieges at his mercy, by the throat. If they had been his worst enemies, he could not have desired them more thoroughly delivered into his hands bound hand and foot. Such tremendous power for weal or woe should have prompted to generosity, should have been wielded with a full sense of the responsibility attaching to it, with a sentiment akin to that which is summed up in the presumably ironical French phrase, *noblesse oblige*. Instead, the huckster has supplied the model for the wealthy noble, and their ransom of their property and their homes has been measured for the Portman tenants by their necessities.

On the Westminster estate we have seen the same employment of the opportunity of putting on the screw. Though here the object sought has been the

erection of costly buildings at the leaseholders' expense, for the use of which they will pay heavily during ninety years, and which they will have to surrender towards the last quarter of the next century to the Duke's descendants.

On the Bedford property we have observed how the might of the ground landlord has been used to worry the widow and to overbear the orphan. We have a great London market, to which his Grace might be puzzled to show his original title-deeds, hampered in its healthy work of circulating through London the products of the field, the orchard, and the garden, by vexatious tolls and taxes. We note that the free coming and going of London traffic is impeded by bars and gates, which enhance the value of the Duke's residential property, but for which no other good purpose can be pleaded, while he pays no adequate compensation to any public body in this metropolis.

The power in the hands of the agents of the two dukes and of the viscount is, to my thinking, more than should be in the hands of private individuals in a free country. Its only justification would have been in its being made good use of, that is to say in a magnanimous and public-spirited fashion. But monopoly has bred oppression. There is no gainsaying the fact. If it were not so, the series of articles here reprinted would not have been received with such wide-spread indignation and approval. In no vital or cardinal point have the facts I have vouched for been traversed. They have, on the contrary, been cordially endorsed by many independent observers, and by

those who are in the best position to judge of their accuracy.

There is unquestionably a monopoly. Everywhere we find in greater London, outside the bounds of two centuries ago, nothing but settled estates and Church lands under the control of the Ecclesiastical Commissioners. There are not, as there have been in many provincial towns, competing freehold properties, which would have forced the settled estates and the Ecclesiastical Commissioners to seek from Parliament an extension of their power to lease or else submit to a deterioration of their property. But whatever the cause from which the monopoly arises, the question now for the people of London to decide is whether they will any longer put up with it. Seeing what its fruits are, it is not too much to hope, that now they are known, and have been publicly ventilated, decisive Parliamentary action will draw the teeth of that monopoly.

But that monopoly is the mainstay of a great interest, and a great interest dies hard. The popular voice must ring out clear, and even menacing, before that monopoly will be content to forego the spoiling and plundering to which it has grown accustomed. The agents are deeply concerned in the perpetuation of the present system. They are astute lawyers and men of business, very capable, by specious phrase and sophism, of making the worse appear the better reason. There are not improbably many snug jobs and bargains that may be made on a big London estate by those who know how to keep on the right

side of the great potentate's great man. There are all the lawyers, who make nearly as good a thing out of leases as the ground landlord himself. It would be going contrary to all we know of human nature to expect many firms of solicitors to object to that out of which they derive a handsome and easily acquired income.

Mr. Bourne told the Town-Holdings Committee that he did not think the present system much deterrent of business enterprise. He found that twenty-one years was a sufficient time in which to establish a sound business, and averred that if a man was an occupying tenant, he always knew that the lease would be renewed to him. When asked, "You do not think that the loss of the good-will is a disadvantage?" he answered: "It does not come into the question. A man never loses his good-will." This is remarkable testimony in the face of the occurrences we have described, and is a fair specimen how audacious in assertion the agent of a ground landlord can be when he is bolstering up a case in the interest of his class.

The official argument of the interested upholders of the *status quo* has been officially put as follows: "Now the permanency and substantiality of interest on the part of the landowner have this one very good result (at least, on a residential estate), that he is directly interested in enforcing on each of the residents on the estate the restrictive covenants and conditions entered into for the benefit of the neighbourhood. An estate developed on the leasehold

system has, when compared with one built on the freehold system, greater coherence, a more definite unity, and a better regulation of each part for the benefit of the whole. These features are to be remarked in a leasehold estate even during the continuance of the leases. But when the leases have expired, and the reversion of the ground landlord has become an estate in possession, it is obvious that he resumes that complete control over the whole estate which he previously possessed, and that he can provide for the renovation and rebuilding of the estate in accordance with modern requirements in a fashion that would be impossible, were a great diversity of interests involved."

This is the stock argument of the ground landlords. They say that they alone keep house property in good condition. According to Mr. Bourne and others, small freeholds mean squalor, unhealthy buildings, and all other manner of evils. He told me as he told the Town Holdings Commission, his stock case of Bedfordbury, which he evidently thinks is conclusive as against all interference with leasehold tenure. As the story is an interesting one, I may perhaps as well give it, and as nearly as possible in the words of the steward of the Duke of Bedford. "Bedford Street," he said, "runs parallel with a street which is known as Bedfordbury. Now Bedfordbury belonged to the Bedford estate at the same period as the first lease of 1630 was granted. An attempt was made in Bedfordbury to grant out, not building leases with a ground rent subject to

covenants, but to grant out plots of land on fee farm rents. Those grants were good grants in perpetuity. Those fee farm rents were created by means of grants containing no restrictions, but the people who took the grants became the absolute owners of the property without any obligations as to building, without any restraint as to the mode of occupation. Every grantee became his own freeholder, and this plot of land was under his own absolute control with this result: that Bedfordbury commenced its career by every man doing what was right in his own eyes in the way of building. A number of alleys came into existence, and, instead of a single house being put upon a single plot such as that shown on the lease, a man would put two or three or four or it may be half-a-dozen houses, or cottages, or anything he pleased upon it, and that went on in perpetuity; and from the time those grants were made until a few years ago when the Metropolitan Board stepped in under Sir Richard Cross's Act, Bedfordbury gradually became one of the worst dens in London. It was a perfect by-word and a proverb for everything that was disorderly and disgraceful; the reason being that there were so many independent freeholders, every man being his own master and under nobody's control, except under that control which a man chooses to exercise over himself; and with the result that the Metropolitan Board had to step in, condemn the area under Sir Richard Cross's Act, buy up all the people who were living there, make a clean sweep of the whole lot and begin afresh by making a grant of it to the Peabody Trustees."

Mr. Bourne should know perfectly well that slums develop just as rapidly on leasehold estates. That of the Marquess of Northampton in Clerkenwell affords a notable example of this, for it was, as everybody is aware, unpleasantly prominent during the proceedings of the Royal Commission of Inquiry into the Housing of the Working Classes. Moreover, no one would propose now that freeholders should be left, like those in Bedfordbury, to work their own sweet will in their premises without any reference to the convenience of their neighbours, to the public good, and the public morals. That is a bugbear which the agents of the ground landlords conjure up to daunt timid and muddleheaded folk. But it is an unreal one. In the days when Bedfordbury began its career of disreputability, there were no regulations for the sanitary and other control of dwellings as there are now. We have changed all that, we no longer need the great feudal lord to protect us from each other. Are there not municipal authorities and sanitary authorities? If they did not exist, would it not be possible to erect a council which should have power to keep the freeholder within the limits required by the need of the community? On this point of municipal regulation I will venture to quote at length from the reports of the agents of our Foreign Office abroad, when questioned as to the usages of the different countries in which they are stationed.

AUSTRIA.

MR. VICTOR DRUMMOND says:—"A purchaser is not bound to build and deal with property in any

particular way, or required to enter into any covenants or agreements, although such dealing is not prohibited by law; the only restrictions are those in regard to public rights, which are determined by existing laws in regard to municipal regulations."

BADEN.

MR. C. GREEN says:—"With respect to the laying down and widening of streets and public places, the parishes in Baden are endued with extensive powers based upon the public law of the land."

BAVARIA.

MR. H. G. MACDONELL says:—"With regard to a third person, such restrictions, as, for example, that the purchased dwelling-house shall not be turned into a shop, can only be enforced if they have entered in the register of mortgages, and if special stipulations have been made under the law of reversion."

BELGIUM.

MR. W. T. G. NAPIER says:—"The owner of the soil may establish on his property, or in favour of his property, any usage or condition which may appear agreeable to him, provided that it be not contrary to the law. This charge constitutes a servitude (liability of property to rights of third parties), and it must result from a title-deed. The owner who has thus charged his property with servitude, sells it on condition that they be respected. The purchaser of every lot has the right to enforce the respect of the servitude established for the benefit of his lot."

DENMARK.

MR. A. GOSLING says:—"In certain suburban districts, it is customary to sell plots for building

burthened with conditions or provisions called ‘servitut.’ . . . The ‘servitut,’ though a comprehensive term, applies usually to an obstruction of a view, to the erection of unsightly or unsafe buildings, and to their being applied to noxious trades or industries.”

FRANCE.

SIR JOHN WALSHAM says:—“With respect to the question of selling or letting property, the provisions of the French law are equally applicable to urban and rural property, and considerable latitude is allowed to vendors and lessors as regards the conditions they may desire to attach to sales or leases, provided always that these conditions do not in any way interfere with police, municipal, or state regulations, and do not contravene either existing servitudes and prescriptions, or infringe the rights and privileges of neighbours.”

GERMANY.

MR. C. S. SCOTT says:—“The only restrictions to which an owner would be subject who was desirous of building on such lots in country as well as in town would be :

“(a) Legal restrictions, in case of buildings for commercial or industrial purposes and the like, imposed for the purpose of preventing any prejudice to the convenience, safety, or health of the public. (Imperial Trade Regulations.)

“(b) Police restrictions; imposed with the object of securing proper access to the dwelling-house and its proper sanitary condition, and further to provide for the arrangements of the structure being kept strictly within the limits of any plan which may

have been fixed or approved by the municipal authorities. (Building Regulations.

- “(c) Private restrictions, arising out of any covenant or agreement which may have been entered into between the vendor and the purchaser as to the description of building to be erected, or the use to be made of the ground sold.”

GREECE.

MR. NICOLSON says :—“ Should the purchaser of a lot intend to build thereon, the only restrictions which are imposed on him are that he should observe certain regulations which may be laid down by the town architect or the Chief of the Police in regard to alignment and sanitary provisions.”

ITALY.

MR. CONSUL FRANZ says :—“ Generally speaking, no such restrictions are made, except for private convenience, owing to the vicinity or other reasons ; but some restrictions exist in the laws of the country and municipal regulations.”

NETHERLANDS.

MR. H. P. FENTON says :—“ There are, as a matter of course, certain restrictions in regard to the building of houses, which the interests of the State, or the public safety or convenience impose—such, for instance, as the prohibition to build within a certain distance of fortified places, or to construct houses in towns otherwise than in accordance with regulations laid down by the municipal authorities.”

NORWAY.

MR. H. RUMBOLD says :—“ In towns, and especially in Christiania, purchasers of plots in districts in which

it is desirable that handsome houses should be built are not uncommonly bound to build such house in conformity with plans submitted to them by the sellers, and to the exclusion of establishments that might be a disfigurement or of inconvenience to neighbours. In other respects there are no restrictions except such as are imposed by the building regulations."

SERVIA.

MR. LOCOCK says :—"The only restrictions known are those imposed in towns by the municipality. They have reference chiefly to the prevention of nuisances and to police regulations."

SPAIN.

MR. M. DE BUNSEN says :—"If he proceeds to build, or to utilise the houses which he builds upon the property in a way which the State, province, municipality, or a private individual consider to be an infringement upon their rights, the aggrieved party can obtain from the competent Court an order suspending such work or use of buildings until the question has been decided by an appeal to the tribunals."

SWEDEN.

MR. E. W. COPE says :—"The law prescribes absolutely nothing as to the use of the ground, and the purchaser is free to deal with it as he likes, unless he has bound himself by an agreement to use the property in any particular way."

SWITZERLAND.

MR. C. C. THORNTON says :—"No restrictions accordingly can be imposed, saving obedience to ordinary municipal regulations in or near towns."

WURTEMBERG.

MR. C. GREEN says :—"The legal restrictions, to which property is subjected in the matter of buildings erected upon it, are founded principally upon the Building Regulations of 1873, framed to meet the public interests concerned, and those of the neighbours living near the estate."

It is evident, therefore, that on the Continent they know perfectly well how to protect themselves against the evils that might arise out of the caprice of freeholders. But we need not go abroad to learn so much as this. As is very well known in our northern towns where, in large measure, a freehold tenure practically prevails, there has been none of the decadence, deterioration, and decay which Mr. Bourne professes to anticipate from the withdrawal of the control of the landlord. The evils apprehended are imaginary. That cannot be said of those which flourish under the present system. Now, and in London, we see the hard-earned savings of the people swallowed up periodically by the great ground landlords, who are able, if they like, by the use of their arbitrary power, to prevent the development of towns and to handicap and inconvenience all enterprise.

Land is not in the position of other property when it is allocated in the midst of a great metropolis like London. The rights of possession must be placed after the public good. Our railway companies were given the power to expropriate landlords from their immediate line of route. Supposing that they

had built up all their property on the 99 years' lease system, it would all have reverted to the original owners of the soil at the end of that period, who would have compelled them to buy all their plant and buildings back. The supposition will seem monstrously absurd to many people because of the power of the companies in question, and because of the fabulous sums of money involved. Except for these accidental circumstances the hypothetical confiscation of railway property is no more contrary to all rhyme and reason, than is the confiscation which the law allows now to be made in London of the tenant's good-will and improvements. It is no more monstrous than that a trader, for fear of losing his business connection, should be compelled to put his hand to an iniquitous bargain which eats up his capital, burdens oppressively, and handicaps fatally his industry and enterprise.

Allowing for the moment that the large freeholders should be left free to grant 99 years' leases and no more, I maintain that at the end of the term they should be allowed only to take back the land, and that for everything else which had been put there by the tenant, whether building or business connection, they should pay a fair valuation. It is of the nature of the shopkeeper's vocation as distinct from that of the wholesale merchant and manufacturer that his good-will should be tied to the locality where it has been won. For instance, let me take any one of the tradesmen in Baker Street. By his honesty and civility, by the quality of his wares,

he has created for himself a large connection. It is something which Viscount Portman did not give him; but which Viscount Portman can take away. These permanent customers look to Mr. A. when they want a certain class of goods, but it is to Mr. A. of Baker Street. If he is forced to move, say to Brixton, and becomes Mr. A. of Loughborough Parade, he is divorced from his own handiwork, from his skilfully and industriously created *clientèle*. He has been obliged to leave something behind him, worth less because of his absence, but still worth a great deal. This something Lord Portman and Mr. Hunt would presently proceed to sell to any one who would pay them for it. In so doing they would be selling what was, in all sound morals, not their own. They would, when they took the price of it, have received the proceeds of a legal robbery. Fearing this "legal robbery," all victims of the ground landlord agree to a ransom, just like Christian knights in former times may have done when immured in a Paynim hold. The oppressor is bought off with the extortionate premium and the crushing tribute of the ground rent. No Mogul Monarch, no Persian Satrap, was ever harder on a conquered people. They might go if they did not like the terms, it may be said. That was Mr. Hunt's contention.

But how is an old man of sixty or seventy to go and start in business elsewhere, and work up a circle of customers in a strange quarter of London? His apprehensions and his affections make him cling to the old spot. He will bleed through all his pores rather

than be cut adrift. He may be buffeted about by the Viscount and the surveyor; but he will still hang on desperately, like the sailor to his last hope, the life-buoy, flung to him amid the whirling surges of the sea. It seems to me that some impartial tribunal should step in between this old man and his master, and say, "No, you shall not trade on his fears so as to mulct him in these fearful financial penalties. The ground is yours, you say. Good; take it. It is in the bond, you affirm. But you may not, on that account, ruin him and drive him with his gray hairs to beggary in the cold streets, or to the harsh misery of the workhouse. English public opinion has so changed old feudal law, as to afford better protection than that to our citizens. You must compensate him handsomely for every penny he has laid out on that property of yours. Impartial valuers shall estimate it. You shall pay him the market value of that good-will of his, and give him an adequate solatium for the loss further accruing from his personal divorce from his property, and for the separation you have worked between him and his old home." This would be no plundering. It would take away from the landlord the guilt of the commission of it. The policy of confiscation has been the ground landlord's hitherto. We want him to cease from that, to be just, to be honest.

Let us go back to Mount Street, Berkeley Square. Here we have precisely the same command of the situation on the part of the Duke of Westminster and his agent, Mr. H. T. Boodle. I am not saying for a moment that fine buildings should not rise in the

trading thoroughfares of a fashionable district, I only maintain that they should be erected from motives of self-interest and of public duty; not under compulsion. The architectural improvements should be tarnished by no taint of injustice done to any one. They should not be the outcome of fear and apprehension, a vast monument in brick of the unfair bargain the ground landlord is now able to make with his tenants. It is mere nonsense to say that, without this tyranny, we should have anarchy. It would be a comparatively easy matter to safeguard the community against the bugbears of Mr. Bourne and others. I am far from declaring that this is a question capable of being settled without much trouble and thought. But that is no reason for leaving bad alone, for acquiescing in present and palpable injustice and wrong. Whatever be the changes that may immediately take place in the tenure under which the ground and the houses in London are held, it will always be necessary for Parliament or the new local authorities to keep close and anxious supervision to prevent abuses arising.

There is still another point. Mr. Bourne, who is the happy theorist and philosopher of the estate agents, is strong on sanitation. "The parish of St. George's, Bloomsbury," he said, "was mentioned at the Commission of the Housing of the Working Classes as being an exceptionally healthy and well-to-do parish. And what is the reason? It is not far to look if you wish to see the reason. It is just this: that, with the single exception of a little of the fringe on the north-east corner, the whole parish of Blooms-

bury belongs to one freeholder, and the whole parish of Bloomsbury is under one care and one management."

"It is not far to look, if you wish to see the reason." There is no slum in Bloomsbury, because His Grace's forbears, in their own interest, laid out the place in big squares, and arranged for the building of houses whose rentals would necessarily keep the poor away. This proves nothing ; but is a bald statement of fact about a particular district. The poor, it is to be assumed, must live somewhere. If one ground landlord edges them off his estate, they must crowd in on some other estate—on the Marquess of Northampton's, for example. But if there is one ground landlord for the whole kingdom, and this sort of superior management was universal, the indigent members of the State would be compelled to take up their abodes on the sea-shore, between high and low water mark, where the waves of oblivion would at once pass over them, and the next morrow's sun would rise and shine upon an England of unmitigated respectability—a Bournian paradise.

The poor of London would have been indeed in a bad way if they had been left to the tender mercies of the ground landlords. Happily the agents of a large-hearted and large-headed charity, like the Peabody trustees, have stepped in to remedy some of the horrors of overcrowding, due directly, as we know, and on good authority, to the leasehold tenure. The working population has been tossed about from pillar to post to suit aristocratic caprices, and if there is a

promise of better days now, it is clear that it does not come from Mr. Bourne and his colleagues.

Further, when London has to pay so heavily and ceaselessly to its ground landlords, the money must be found somewhere. In the first place, it comes out of the pockets of the traders; but they, to fill the vacuum, must charge higher prices for their goods, and these prices the public must pay, and so become sufferers in their turn. The value of land is forced up abnormally, which is bad for the many (the toiling millions), and good for the few only. Then the ridiculously high scale of legal charges is another grievance bound up with the leasehold system; and, in the long run, these absurdly extravagant fees must be made good by the citizens at large of London. Just as the exactions of Covent Garden make fruit and vegetables dearer all over the metropolis, so the charges of the lawyers, added to the tribute taken by the ground landlord, render life everywhere harder for everybody else.

Wherever I went among the various classes on three great estates, I found always the same sense of being trodden under foot wrongfully. There was desire for deliverance from such ignominious thralldom, mingled with something akin to despair as to its being at all attainable. It was not a question of Liberal or Conservative, Tory or Radical. The murmuring was just as deep among those who had voted at the last elections for the present Government as among the followers of Mr. Gladstone and Mr. Bradlaugh. But one and all were afraid! Yes, afraid! In free England, at the latter

end of the nineteenth century, we have come to this, that men are so afraid of offending the agent of a ground landlord that the vast majority of them shrink from uttering the story of their very real grievances. They dread vindictive punishment from their little tyrants. They may criticise Mr. Gladstone or Lord Salisbury, they are permitted an opinion on Free Trade *versus* Protection; but they must open their mouths and shut their eyes and take what the ground landlord sends, lest it be worse with them. This is a relation between fellow mortals, repugnant to Englishmen and to all notions of freedom of contract. It breeds a sort of white slavery, which is an anachronism, which it is hard to think of and repress the expletive instinct. Something must be done, and done soon, in the direction of giving security of tenure, under fitting covenants, to the London tenant; to remove this reproach of a petty domestic despotism away from us.

SUPPLEMENTARY CHAPTER.

CONTAINING THE WEATHERLEY CORRESPONDENCE AND A
TRADESMAN'S PROTEST.

Correspondence from 1881 between
MRS. S. WEATHERLEY *and* MR. F. HUNT.

September 6th, 1881.

MY LORD,

As I do not think it possible that you notice the terms demanded by your agent, for the renewal of lease, I will state my case as briefly as I can.

I am willing to pay a fair price for everything, but object strongly to extortion, and I think your Grace will agree with me that the terms I have for this house are extortionate in the extreme. In April, 1880, I purchased this lease, which had eight years to run. Thinking that I should get a renewal of the ground on reasonable terms, I spent nearly £300 to put the house into tenantable repair, and then applied for a renewal accordingly. Mr. Hunt came and inspected the property, and afterwards wrote me that I could have a renewal of lease for thirty-four years from 1888. The ground rent to be £80 per annum instead of £10, and a premium of £1,000 down, or five per cent. on the premium, from the date of application, June, 1880; also I am to pay Lord Portman's solicitors fees for drawing up a copy of this

agreement. I paid £15; and a more extorting exacting demand no usurer or money-lender could ever have drawn. My agreement would cause a sensation were I to publish it. I remonstrated with the exorbitant terms. The reply was I could accept or not, but if I did not accept the terms, I should not be eligible to apply at any future time; therefore I was compelled to accept. Besides all this, in the space of four years I have to make certain.

Yours obediently,

TO LORD PORTMAN.

SUSANNE WEATHERLEY.

[REPLY.]

September 9th, 1881.

MADAM,

I have just received your letter. I will inquire carefully into the matter.

Yours faithfully,

TO MRS. WEATHERLEY.

PORTMAN.

September 17th, 1881.

MADAM,

Lord Portman has desired me to write to you in reply to your letter of the 8th instant.

In consequence of it I have looked into the matter, and I find that the terms for the new lease are even lower than those agreed upon on the renewal of leases of property closely adjacent to your house, and I am sure you will find on inquiry that the price was quite a fair one.

The costs of the agreement are always paid by the lessee on this and I believe all London estates, and the costs charged for it, are, you will find, the usual professional charges.

If you particularly wish it, the insurance may be made in any respectable London office.

With respect to the fine, the payment of the balance of it with interest can, if you wish it, be deferred until you wish to take up the lease.

I am,

Your obedient Servant,

CHARLES A.

MRS. WEATHERLEY.

November 28th, 1881.

MY LORD,

I was glad when I received your letter of September 9th; but much surprised and disappointed when I heard from the agent informing me that nothing could be done excepting that I might insure in any respectable fire office, and was not compelled to insure in the land. Co-operation has entirely ruined trade, and makes it utterly impossible for tradespeople to pay enormous sums, as profits now are very small. I thought the least your lordship would have done would have been to take off the interest. I bought this house, and the lease does not expire until 1888. The house is strictly mine until that date; it is extortionate and unjust that I should have to pay £1,000 fine or £50 per annum interest on the same eight years before my lease expires. I am sure that your lordship cannot think it right, and I beg you to rid me of this heavy burden, as I still look to you for justice, and beg you to listen to my case yourself.

If landowners would only interest themselves a little on behalf of their tenants there would not be such a prevalent spirit of discontent; but we are left entirely to the discretion of the agent. I feel myself very much aggrieved, and consider it a perfect imposition that I should have to work to pay your lordship £50 per annum interest on money that is not

due for years. Again begging you to take this burden from my shoulders,

I am,

Your Lordship's obedient Servant,

S. WEATHERLEY.

TO LORD PORTMAN.

December 30th, 1881.

MADAM,

In reply to your letter of this date, I beg to say that no answer has been received to the letter of September 17th last (or of December 2nd), informing us that you wish to avail yourself of the permission to defer the payment of the fine.

If you will be kind enough to reply to that letter, the matter shall be properly recorded, and you will not be troubled again with notices on this matter until the time arrives for the completion of the lease.

I am, Madam,

Your obedient Servant,

HENRY R. BAKER.

MRS. S. WEATHERLEY.

December 30th, 1881.

MY LORD,

I beg respectfully to address your lordship again on the subject of the heavy demands your agent has laid upon me. I was speaking last week to a gentleman who rents under you in Gloucester Place, and he informed me that he had not to pay any fine for a renewal, neither did William Robinson, the corner of George Street. Then why should I pay you such a heavy fine? My first lease does not expire till 1888, and yet I am compelled to pay you £50 per annum interest on £1,000, eight years before my first lease expires.

The gentry I tell cannot believe it, it is only tradespeople who are treated so unjustly, it is all this extortion that causes the people to revolt. That the ground rent should be raised is just, but that you should demand £1,000 fine, eight years before you have any power over the ground, is unjust, and the least you ought to do is to release me from the interest; I cannot understand any nobleman inflicting such terms. I have not been clandestine, I have acquainted your lordship with all, and I expect you to see me righted. No wonder that people try to rid themselves of landlords; it is the landlords' own fault, they will not listen to the people from whom they derive their wealth, but endeavour to draw their life's blood.

This is my last appeal, and if you will not help me materially, I shall leave no stone unturned to form an alliance to seek redress. As you increase the rent, so the taxes are increased, and we toil on for ever to satisfy landlord and tax collector, and gain nothing for ourselves.

Yours obediently,

S. WEATHERLEY.

To LORD PORTMAN.

[REPLY.]

60, BAKER STREET,

December 30th, 1881.

MADAM,

I beg to remind you that the amount of £100 on account of fine for the new lease of the above premises, together with interest, is due this day, and I have to request that it may be paid to me here.

I am,

Your obedient Servant,

HENRY R. BAKER.

MRS. S. WEATHERLEY.

SIR,

January 2nd, 1882.

I will avail myself of the opportunity of paying the fine when I take up my new lease, which I think is time enough when this one expires. I am most dissatisfied with the terms you have given me. The landed aristocracy have now gone in masses, and have ceased to support the tradespeople; therefore it is impossible for tradespeople to pay such enormous sums. I still maintain that it is a gross imposition that I am compelled to pay five per cent. interest on a fine, eight years before my lease expires. I bought this house in a most dilapidated state; I paid more than £300 to make it tenantable, and now have to pay a larger fine because I put the house in good condition. There are people on this side of the way who only pay £50 ground rent, and mine is to be £80. People the other side only pay £80, and their house occupies three times as much ground as mine. I beg to say in conclusion, that I have no right whatever to be compelled to pay Viscount Portman five per cent. interest on a fine inflicted before my lease expires.

I am, Sir,

Yours truly,

MR. BAKER.

SUSANNE WEATHERLEY.

[REPLY.]

January 4th, 1882.

MADAM,

I beg to acknowledge the receipt of your letter dated January 2nd. I have no authority to enter into a discussion as to the agreement you have entered into; but I beg to say the payment of the remainder of the fine, with interest as arranged, can stand over as you wish.

I am, Madam,

Your obedient Servant,

MRS. S. WEATHERLEY.

HENRY R. BAKER.

May 4th, 1882.

MADAM,

I am directed by Lord Portman to write to you in answer to your letter of 26th April. His lordship is sorry to find that you are still dissatisfied with the agreement that you have entered into for an extended lease of the premises you occupy, No. 60, Baker Street, and he has desired me to inform you that he is quite willing to release you from the agreement that you have entered into for the new lease, and to repay to you the instalment of £200 which you have paid, together with interest, and to cancel the agreement.

I am, Madam,

Your obedient Servant,

FRED. W. HUNT.

MRS. S. WEATHERLEY.

May 12th, 1882.

MADAM,

In reply to your letter of the 10th, I beg to say that, as I think an interview may lead to some satisfactory arrangement on your behalf on this matter, I write to say that I could see you here at ten o'clock to-morrow, or, if this is not convenient to you, I could call upon you at that hour.

I am, Madam,

Yours truly,

FRED. W. HUNT.

MRS. S. WEATHERLEY.

January 29th, 1884.

SIR,

I again trouble you to reconsider the terms you have made me for renewing this lease, as the terms stated are much above the value of the premises. (And in these days of competition it is impossible to meet such a demand.) When I purchased this house,

I was informed by my solicitor that a small fine would probably be imposed, and I was indeed astounded at the enormity of the demand. Three years since I paid for the lease, and repairing and redecorating this house, £1,000. You now impose a fine of £1,400. Surveyors, solicitors, and other fees on both sides will doubtless be another £100, making £2,500, and then I have to make very substantial rebuilding and outside decoration, which will cost a considerable sum; and besides all this enormous outlay, the ground rent is to be £80 per annum instead of £10, and then only a 34 years' renewal of lease is granted.

The other day a much larger house than this was sold in this street, with the same term of lease, ground rent, from 1888, £70 per annum, all the rebuilding and improvements had been made, and it was sold under the hammer for £1,200. I also find, on inquiry, that for some renewals no fine has been imposed, and in other cases a much smaller fine, and a much lower ground rent than mine, and rebuilding and outside decoration not compulsory. Also the ground rent you impose on me is quite out of proportion with the other side of the street (which is the best side), and yet those houses occupy double the space of mine. The more I know, the more unjust and exorbitant I consider my terms, and I beg you respectfully to make better ones, as I shall certainly never rest satisfied with the present stipulations. What I consider so unfair is, that I am compelled to pay interest on a fine eight years before Viscount Portman comes into possession of the house; it seems to me incredible that such a demand could ever have been made. I have given you ample time to consider my case, and I beg you respectfully to do something

substantial on my behalf. Awaiting your reply, and trusting that you will deal favourably with me,

I am, Sir,

Yours obediently,

SUSANNE WEATHERLEY.

To F. HUNT, Esq.

[REPLY.]

January 31st, 1884.

MADAM,

I am in receipt of your letter of the 29th, and as you refer to so many points, some of which I do not think you fully understand, I think an interview would be more desirable than a long correspondence, and I shall therefore be glad to see you here some morning by appointment. Awaiting your reply,

I am, Madam,

Yours truly,

FRED. W. HUNT.

MRS. S. WEATHERLEY.

February 5th, 1884.

SIR,

I am agreeable to call at your office any morning by appointment if with the view of making better terms ; but, for the sake of explanation, I prefer *not*, as no amount of argument from any one could make me contented with the terms specified, considering that mine is a ground at £10 per annum.

If it is not in your power to make a more reasonable demand, I must appeal to Lord Portman.

Awaiting your reply, I am, Sir,

Yours obediently,

SUSANNE WEATHERLEY.

F. HUNT, Esq.

[REPLY.]

February 18th, 1884.

MADAM,

I am sorry to find from your letter of the 5th inst. that it will not be convenient to you to see me on the subject of the renewal of your lease. I thought that if we could have met and personally conferred upon the matter, I might have been able to remove the misunderstanding which you have evidently entertained on the subject. The premises you occupy had been let, with three other adjoining houses, by Lord Portman's ancestor, for a term of 99 years, which will expire at Lady Day, 1888, at a peppercorn rent. Of course, in granting a new lease, I could not, as advising Lord Portman upon the subject, at all regard what you may have paid for the purchase of the remainder of the term, but can only consider what is the fair value of the property at the present time. You will recollect that in 1880, after conferring with your agent, Mr. Dierken, on the subject, I arranged to recommend the granting to you a term of 34 years on the basis of a rent of £200. This was represented at that date by the reserved rent of £80 and the fine of £1,000, instead of a rent of £80, and a fine of £1,723, which would have been the amount payable in 1888. The terms being arranged, the usual agreement was prepared, and approved by your solicitors, and signed by yourself, and the first instalment of the premium, amounting to £200, paid by you in March, 1881, without any objection on your part. But you will recollect that after the completion of the agreement, you, in September, 1881, wrote letters complaining of what you considered to be the excessive terms for the renewal; and as the explanation offered, and the

concession made as to further postponement of the payment of the fine were not satisfactory to you, I wrote to you by Lord Portman's direction on May 4th, 1882, saying: "That as you are still dissatisfied with the agreement that you have entered into for an extended lease of the premises you occupy, 'No. 60, Baker Street,' he has desired me to inform you that he is quite willing to release you from the agreement that you have entered into for the new lease, and to repay to you the instalment of £200 which you have paid, together with interest, and to cancel the agreement." You will recollect that in reply to this letter you wrote declining this proposal. I confess I am surprised that after all that has taken place you should now desire to reagitate the matter. The terms settled for the renewal of the lease of your house can be shown to be lower than those upon which the renewal of other houses in your immediate neighbourhood has been granted, and as the arrangement was made by you under the advice of your solicitor and agent, and adhered to by you after the offer made you in 1882, to which I have referred, I beg now to say that your application to vary the terms agreed upon cannot be entertained.

I am, Madam,

Your obedient Servant,

FRED. W. HUNT.

MADAM S. WEATHERLEY.

February 18th, 1884.

SIR,

A few weeks since I stated my case to a very influential person, who advised me to call in a well-established valuer, which I did on the 4th inst. The estimate given is as follows: "After the Portman requirements have been made, the market value of

the lease will be £1,345 10s. The building will cost about £500; fees, I think, about £50; making £1,895 10s., leaving value of fine." First, you say in yours of yesterday that you can only consider the value of the property at present time, which you estimate at £1,722, being an excess of nearly £1,000 over the valuer's estimate. Second, I confess I ignored the agreement, much against my will, and under protest; but I had no option, your reply to my protest being so peremptory, viz. : "I cannot further reduce the terms or rent; I must therefore leave it to you to accept the terms or let the matter drop. In the latter case, I must inform you that you would not again have the option of renewing." That simply amounts to accept or go. When I purchased the old lease, I was informed that the utmost renewal-fine would be £500, as the property was so dilapidated and uninhabitable, and I now very much regret that I did not call you to inspect it before I spent my money on it; but I thought you would make better terms to a tenant who took care of the property and had it in good condition. However, I was mistaken. Thirdly, the reason I would not agree to take back the £200, I considered it unjust for me to pay £16 for an agreement, and leave all my repairs and improvements without compensation for the same. It is ruinous to have to change a residence that you have had adapted to your business. Fourthly, I am compelled to agitate the matter because I feel myself so unjustly treated, being compelled to pay more for the lease than I could possibly sell it for, did circumstances compel me to do so. I have begged you two years to consider the heavy fine you have burdened me with, and once more appeal to your sense of justice. I have been most patient, considering I am the injured party, but if you

will not show me any favour, or lessen my burden, I must then again lay detailed particulars of my case before Lord Portman, and appeal to his honour and justice to let me have the lease at its market value, as I cannot explain more to you than I have; but I sincerely hope you will arrange.

I am, Sir,

Yours obediently,

SUSANNE WEATHERLEY.

To F. HUNT, Esq.

(VALUER'S LETTER.)

February 7th, 1884.

MADAM,

In reply to your letter, dated yesterday, I beg to say that the value of the lease of these premises proposed to be granted by the estate, if the rental value be taken at £200 per annum, would be £1,115 10s. I am, however, of opinion that the premises would let at £225 when the renovations and alterations suggested by the surveyor to the estate have been carried out.

Yours faithfully,

WALTER HOLCOMBE.

MRS. S. WEATHERLEY.

(VALUATION.)

60, BAKER STREET,

February 7th, 1884.

MADAM,

Agreeably with your instructions, I have this day surveyed these premises, for the purpose of enabling me to report to you my opinion of the value of the lease you think of taking up from the Portman estate, which I understand to be for 34 years, at a rental of £80 per annum. I estimate the rental

value of the premises to be £225 per annum, and I am of opinion that such a lease as that referred to above would be worth £1,345 10s. I arrive at this amount thus :

Gross annual rent	..	...	...		£225	0	0
Deduct per annum, rent payable to							
Portman estate	...	...	...	£80	0	0	
Insurance against fire and loss of rent							
by fire	...	...	...	3	0	0	
Repairs	...	...	...	25	0	0	
							108 0 0
Net annual rent ...	...	...	...		117	0	0
To pay 8 per cent. Number of years' purchase							11½
							£1,345 10 0

This calculation of course does not take into account the value of your lease at £10 10s. per annum, expiring at Lady Day, 1888, which I am of opinion is worth about £500.

I am, Madam,

Yours faithfully,

WALTER HOLCOMBE.

MRS. SUSANNE WEATHERLEY,
60, Baker Street,
Portman Square, W.

February 26th, 1884.

MY LORD,

I beg respectfully to appeal to your lordship respecting the ruinous terms imposed on me for a renewal of this ground lease. The rent is raised from £10 to £80 per annum, and £1,000 fine is imposed to be paid on the day I applied for a renewal, or five per cent. interest on the same from that date, which was eight years before my present lease expires, which would make interest alone for the eight years £400. On the 4th of this month I called in an old-established

valuer to give me an estimate for the value of the lease of these premises. It is as follows: The value of the lease, after the Portman requirements have been made, will be £1,345 10s., the rebuilding, etc., required by the estate, will cost about £500, leaving a balance of £845 10s. by these figures. A fine of £1,000 is above the value of the lease without any interest being added to it, and it appears to me unjust that I should be compelled to pay interest on a fine eight years before my present lease expires, and I write to you, my lord, to beg you to deduct the interest on the fine, as the improvements required on the estate, costing £500, and the fine of £1,000 is a large sum for a 34 years' lease. Begging your lordship to consider my case and grant my request to deduct the interest,

I am, my Lord,

Your obedient Servant,

S. WEATHERLEY.

TO LORD PORTMAN.

[REPLY.]

February 29th, 1884.

MADAM,

In consequence of your letter to his lordship of the 26th instant, his lordship has instructed me to write to you upon the subject. I beg to remind you that the agreement to you for a renewed lease of the premises you occupy was not entered into until after I had conferred with your agent fully on the subject, and you had had the advice and assistance of your own solicitor. But notwithstanding this, on its appearing that you were dissatisfied with the agreement you had entered into, an offer was made to you by his lordship's instructions, to release you from the agreement, and to repay you the deposit of the £200 you

had made with interest ; but this you declined. I am therefore now instructed to inform you that you must fulfil your agreement which you have entered into, or if you wish to withdraw from it and give up the future lease, and inform me in writing of this on or before the 5th of April next, you can be released from the agreement, and your deposit-money of £200 returned to you with interest.

I am, Madam,
Your obedient Servant,
FRED. W. HUNT.

MRS. S. WEATHERLEY.

March 3rd, 1884.

SIR,

Removing would ruin my business. Will you let me hear at your earliest convenience if any objection would be raised to my having the entrance made in the centre of the house, also building over the back-yard to enlarge the shop, and could I have a license for jeweller or fine art depôt, or any trade not derogatory to the estate, or to my present business.

Yours obediently,
S. WEATHERLEY.

F. HUNT, Esq.

[REPLY.]

March 5th, 1884.

MADAM,

I am in receipt of your letter of the 3rd inst., and beg to say that in the usual course, I should at once recommend that permission is given for making of any such alterations as your letter refers to. I cannot, however, do anything to prejudice what I have stated in my letter of the 29th, except, I may say, that as soon as you have paid up the instalments of the fine

now due under the agreement, your present application shall be considered.

I am, Madam,
Yours obediently,
FRED. W. HUNT.

MRS. S. WEATHERLEY.

March 13th, 1884.

MADAM,

In answer to yours of the 8th, I write to say that I am sorry I cannot do more than refer you to my letter of the 5th.

I am, Madam,
Your obedient Servant,
FRED. W. HUNT.

MRS. WEATHERLEY.

March 27th, 1884.

SIR,

In yours of the 29th, you do not refer to the complaint I made to Viscount Portman respecting the interest levied on the already high fine of £1,000. I have fully considered the terms offered on behalf of Viscount Portman, and beg respectfully to say that I think them most unfair, as I have no option given me only to pay what is demanded or leave, and removing means ruining a business. I am willing to pay the fine of £1,000 at the end of 1885, less the £200 (and interest) already paid. I will also carry out the Portman requirements, and my alteration, in the course of this year. I consider my offer just, and it is only justice I want; but to have to pay interest on a fine levied eight years before my lease expires, is most unjust, and I never would have submitted to such a proposal had I have had any choice in the matter. The £1,000 fine is above the valuer's estimate

without interest being added. Trusting that Viscount Portman will see the justice of my claim, and grant my request, and allow me to be a contented tenant.

I am, Sir,

Yours truly,

S. WEATHERLEY.

F. HUNT, Esq.

[REPLY.]

April 3rd, 1884.

MADAM,

I am in receipt of your letter of the 27th, and in reply I have to say that I have no instructions to vary the proposals made to you in my letter of February 29th last.

I am, Madam,

Yours truly,

FRED. W. HUNT.

MRS. WEATHERLEY.

April 14th, 1884.

MY LORD,

In September, 1881, you wrote me that you would enquire carefully into my case, but to the present no justice has been done me. I have only been offered liberty to leave, which means ruin to my business. I think it very hard that landlords should claim such immense sums from their tenants, and yet not pay any attention when a tenant complains of a grievous wrong she is suffering from. I called in an independent valuer to value this lease, and get his estimate after the Portman requirements have been made. The value of the lease will be £1,345 10s. The requirements will cost me, with lawyers, surveyor's fees, etc., both sides about £500, reducing the market value of the lease to much less than £1,000; and the demand

made on me is £1,000, with eight years interest at five per cent., which will bring the fine up to £1,560, which is £700 more than the valuer's estimate, who is an old-established man on the Portman estate. Surely your lordship does not want to make me pay £700 more than I could get did circumstances compel me to sell? I look for justice from your lordship, and it is now nearly three years since I first appealed to you. What I wish to do is as follows: Pay your lordship, when I take up my new lease, £1,000 (less the £200 with interest already paid); make the Portman improvements this autumn, and be allowed to make the entrance in the centre; build over the back-yard, and let the entrance-hall into the shop, and be allowed to let to a jeweller, fine art, or any elegant trade not derogatory to the Portman estate. If your lordship would like to see the valuer's estimate, I will wait upon you any time you appoint.

I am, Sir,

Your lordship's obedient Servant,
SUSANNE WEATHERLEY.

[REPLY.]

April 22nd, 1884.

MADAM,

Lord Portman has requested me to acknowledge the receipt of your letter of the 14th inst. There has already been so much correspondence on this matter, that I am sure no good could arise from continuing it any further, but I do not like to leave your letter unanswered. I should, however, not object to see the gentleman you have employed, and his valuation, if he will call upon us.

I am, Madam,

Your obedient Servant,

MRS. WEATHERLEY.

FRED. W. HUNT.

April 24th, 1884.

SIR,

As you inform me no good can arise from correspondence, I shall be obliged if you will let me have a clear, definite reply to *this letter*. On September 17th, 1881, you wrote me that the fine could stand over until I wished to take up the new lease. In January 2nd, 1882, I wrote: "I will avail myself of the opportunity of paying the fine when I take up my new lease, which I think is time enough when this one expires." In reply to that, January 4th, 1882, you wrote me: "The fine with interest as arranged can stand over as you wish," that meant 1888; "it is also specified that the improvements must be completed in 1885." I want you now to tell me if you consent to the alteration specified, to build over the back-yard and make the entrance in the centre of the house, and if you will grant a license for any superior trade, I should like to do the alterations this summer and pay the balance of the fine in 1885. I will with pleasure send you the estimate, but I am not in a position to order the gentleman to wait on you. Waiting your reply,

I am, Sir,

Yours truly,

MR. HUNT.

S. WEATHERLEY.

[REPLY.]

April 26th, 1884.

MADAM,

In answer to your letter of the 24th, I am to inform you that, subject to your carrying out the arrangements you now definitely propose, and paying the balance of the fine with interest in 1885, I am to consider and examine your plans for any

alteration you desire to make to the premises, and I will do so as soon as I receive them from you. Subject to my approving the plans and alterations, the necessary license would be given. Of course I write this without prejudice.

I am, Madam,

Your obedient Servant,

MRS. WEATHERLEY.

FRED. W. HUNT.

July 1st, 1884.

MADAM,

In answer to your letter, I have to say that if you can acquire the interest under the existing leases of any house in Baker Street that you think more desirable for your purpose, I shall be ready to consider an application for the renewal of it; but, until you have placed yourself in that position, I do not see how I can well do more than this.

I am, Madam,

Yours truly,

MRS. S. WEATHERLEY.

FRED. W. HUNT.

P.S.—If you think well to call here upon the matter, I will give you any explanation I can.

November 15th, 1884.

MADAM,

I am sorry that I cannot interfere in the matter to which your letter of the 12th inst. refers. I must, as is usual in all such cases, leave you to arrange as may be necessary with the adjoining tenant as to the right of light he claims.

I am, Madam,

Your obedient Servant,

FRED. W. HUNT.

MRS. WEATHERLEY.

December 2nd, 1884.

MADAM,

Lord Portman has forwarded me your letter of the 28th, and in reply I beg to explain that you do not properly understand the principle upon which the fine is calculated. If the amount of the fine had to be estimated for payment in 1888, when the new lease commences, the amount would be £1,680; but as it was estimated on the same basis for payment in 1880, the amount was only £1,000, and on this reduced amount interest is charged until it is paid.

If you wish for any further explanation I shall be happy to see you, and hear anything you have to say.

I am, Madam,

Yours truly,

MRS. WEATHERLEY.

FRED. W. HUNT.

June 26th, 1885.

SIR,

I write respecting the building Lord Portman requires done this year. I have had new earthenware drains laid, and my house is in a perfect state of decorative repair; I should therefore be obliged if the outer decorations can be deferred, as trade is not at all prosperous, and the requirements are oppressive as well as needless. Also I am still most dissatisfied with the terms of my lease. Under the present state of trade, it is impossible to meet such demands. Profits are too small to allow tradespeople to pay such fabulous imposts. I must therefore again beg you to lay the matter before Lord Portman, and get him to deal more justly with me, and entirely reconsider the terms.

I am, Sir,

Yours truly,

FRED. W. HUNT, Esq.

S. WEATHERLEY.

[REPLY.]

July 7th, 1885.

MADAM,

I beg to acknowledge the receipt of your letter of the 26th. In reply, I would remind you that, although the terms for the renewal of the lease of these premises were, after careful consideration, accepted by your agent so long ago as July, 1880, and were subsequently embodied in an agreement, approved by your solicitors, and signed by yourself, you have, in consequence of your alleged dissatisfaction with the arrangement made, more than once had the opportunity offered you of giving up the agreement with all its conditions, and having the £200 paid returned to you, with interest at five per cent. This offer, however, you have declined to accept, and therefore you will, I think, agree with me that, under the circumstances, I have no alternative but to ask that the terms of the agreement may be carried out without further correspondence or delay.

I am, Madam,

Yours truly,

FRED. W. HUNT.

MRS. WEATHERLEY.

September 9th, 1885.

MADAM,

I am in receipt of your two letters, and, with respect to the questions before us, I may remind you that I assented to the omission of the cement dressings to the front windows to save you some expense, and afterwards I assented to the lowering of the window-sills, explaining when I did so that, after the omission of the cement dressings, there was not the same necessity to keep the sills at the old levels. But as you have changed your views, and desire now to put the cement

dressings, I am obliged to ask you to make them similar to those of No. 58, Baker Street. I think it will be better that you should give your instructions to your builder yourself, and I have accordingly referred Mr. Vears to you.

I am, Madam,

Your obedient Servant,

MRS. WEATHERLEY.

FRED. W. HUNT.

October 5th, 1885.

SIR,

Before settling with my builder, I should be glad to hear from you whether work has been duly inspected and considered satisfactory.

I am, Sir,

Yours truly,

FRED. W. HUNT.

S. WEATHERLEY.

January 29th, 1886.

MADAM,

As I have not heard from you as I expected, in accordance with your letter to me of the 24th of April, 1884, stating that you proposed to pay the balance of the fine, and take up the lease of the above premises in 1885, and my letter of the 26th of the same month conditionally granting your proposal, I now write to ask you to name an early day for the completion of the matter.

I am, Madam,

Yours truly,

MRS. S. WEATHERLEY.

FRED. W. HUNT.

February 9th, 1886.

DEAR SIR,

In your letter of January 2nd, 1882, it was arranged that the payment of the June quarter could stand over

till my present lease expired. I must, however, again protest against the enormity of the amount demanded, and request you, on my behalf, again to place the matter before Lord Portman, as no doubt he will be the same as other large landowners—willing to meet tradespeople under the terrible depression they are now experiencing.

I am, Sir,

Yours truly,

S. WEATHERLEY.

MR. HUNT.

[REPLY.]

February 12th, 1886.

MADAM,

I am sorry to be obliged to decline to continue the correspondence upon this subject. Every consideration has been shown you, and I must now ask you to state definitely a day (not later than the end of next month) by which you will be prepared to pay the balance of the fine due to Lord Portman, and complete the lease.

I am, Madam,

Yours truly,

FRED. W. HUNT.

TO MRS. WEATHERLEY.

February 15th, 1886.

SIR,

I fail to see that I have received any consideration whatever, and I write to say that I prefer taking up my new lease, when my present one expires, as agreed to in your letter of January 4th, 1882.

I am, Sir,

Yours truly,

S. WEATHERLEY.

TO MR. HUNT.

February 23rd, 1886.

SIR,

In reading your letter of January 29th, 1886, I find that you referred to mine of April 24th, 1884, in which I proposed to build over the yard, and make an entrance in the middle of front, so as to make two shops, that I might let one so as to lessen my expenses ; but my neighbour, Mr. Boulnois, objected to the yard being built over, on account of his light ; thus my plans to economise were frustrated. I fully explained all this to you at the time, and even contemplated taking, so that everything concerning this house remained the same in 1884 as in January, 1882, that I would accept Lord Portman's offer to take up the new lease in 1888, when my present one expired.

Yours truly,

S. WEATHERLEY.

Mr. F. HUNT.

[REPLY.]

March 2nd, 1886.

MADAM,

Your letter of the 23rd February has been handed to me as Lord Portman's solicitor. I regret to find from the correspondence, that all efforts to meet your wishes have failed ; and that there would appear to be no alternative but to insist, on behalf of Lord Portman, that the arrangement proposed by you on the 24th of April, 1884, and accepted by Mr. Hunt, shall be carried into effect. With this view I am instructed to communicate with you, but I hope you will obviate the necessity for any hostile proceedings by arranging for the payment of the fine and interest, not later than the 31st of this month.

I am, Madam,

Your obedient Servant,

MRS. WEATHERLEY.

WALTER E. MOORE.

March 11th, 1886.

SIR,

I was surprised at receiving a letter from Lord Portman's solicitor, as I fully understood by your letter of 1882, that I am to take up my new lease in 1888, when this one expires. My proposal in 1884, to build over my back-yard, was frustrated, and in your letter of July 1st, you were agreeable to treat with me for another, as I could not do as I wished with my own house, therefore everything respecting it remains the same as in 1882. Also I have only just made the improvements required by you at an immense outlay; and being assured, by your letter of 1882, that I was not to settle till 1888, I am not prepared to do so.

I am, Sir,

Yours truly,

S. WEATHERLEY.

To F. HUNT, Esq.

[REPLY.]

March 12th, 1886.

MADAM,

I am in receipt of your letter of yesterday, which I have handed to Lord Portman's solicitor. I would for myself only remind you that I relieved you from making the improvements to the front of the premises, under your agreement with Lord Portman, and you expressed yourself glad to be relieved from such expenditure.

I am, Madam,

Yours truly,

FRED. W. HUNT.

MRS. WEATHERLEY.

April 29th, 1886.

SIR,

As I have been requested to forward at once a copy of the new lease with the entire correspondence

that has passed between us, and to give evidence to the committee now sitting at the House of Commons to inquire into Town Holdings, I beg to inform you before doing so my views of the terms are unalterable.

I am, Sir,

Yours faithfully,

S. WEATHERLEY.

F. HUNT, Esq.

[REPLY.]

May 1st, 1886.

MADAM,

I beg to acknowledge the receipt of your letter of yesterday, for which I am obliged.

I am, Madam,

Yours truly,

MRS. WEATHERLEY.

FRED. W. HUNT.

December 10th, 1887.

MY LORD,

I read with great interest the speech in which your lordship said : "That tenants in Ireland, when giving up their holdings, received compensation from their ground landlords for any improvements they had made during their tenancy." Will your lordship please inform me whether the same law exists for English tenants? Apologising for troubling your lordship,

I am, Sir,

Your lordship's obedient Servant,

S. WEATHERLEY.

TO THE MARQUIS OF SALISBURY.

December 12th, 1887.

MADAM,

I am directed by the Marquis of Salisbury to acknowledge the receipt of your letter of the 10th. I

am to say, in reply, that Lord Salisbury is unable to answer the question you ask. It is one for a lawyer.

I am, Madam,

Your obedient Servant,

MRS. WEATHERLEY.

R. T. GUNTON.

ESTATE OF G. M. PERRY, Esq., 60, BAKER ST.,
February 27th, 1888.

MADAM,

As agents for Mr. George Murray Perry, we have to acquaint you that the term created under the existing lease now held by you, will expire on the 18th March next, on which date possession of the above premises will have to be given to Mr. Perry.

As, however, Mr. Perry understands that you have treated for a new term from Lord Portman, to commence at the expiration of Mr. Perry's lease, on the 25th March, 1888, we beg to say that in lieu of possession of the house and premises being given up on the 18th March next, Mr. Perry will be content to receive rent for the seven intervening days, between the 18th and 25th March, 1888, at the same rate at which the premises are assessed; viz. £200 per annum. The rent for the seven days will therefore be £3 17s. Kindly let us hear from you.

This letter is without prejudice to any question as to dilapidations or repairs.

We are, Madam,

Your obedient Servants,

MULLET BROOKER AND Co.

MRS. WEATHERLEY,
60, Baker Street, W.

P.S.—The rent due on the 18th of March next will be £7 13s. 6d. for two quarters and twelve weeks from Midsummer, 1887. Went to Blandford to see Lord Portman.

March 1st, 1888.

MY LORD,

Hearing of your great goodness, I have come direct from London to see you, feeling sure after I had taken such a long, cold journey, your lordship would grant me an interview, if only for five minutes, so that I might explain my case direct to your lordship. Trusting that you will allow me that honour,

I am,

Your Lordship's obedient Servant,

S. WEATHERLEY.

His lordship sent word by servant.

Q.—What do you want to see me for?

A.—Concerning my house, 60, Baker Street.

Note sent down by his lordship.

MADAM,

I cannot enter into London business here, as Mr. Hunt with Mr. Moore act for the estate under the guidance of my son who is in London.

I must beg to decline to discuss the subject with you. I regret that you have taken the trouble of a journey without having inquired if I would interfere; but that is not my fault.

Yours,

PORTMAN.

MRS. WEATHERLEY.

Sent note by servant.

SIR,

Will you kindly give me a letter of introduction to your son, and his address?

Yours obediently,

S. WEATHERLEY.

Verbal message by servant.

A.—You can get his address at the *Horfices*.

Q.—I should prefer seeing one of the family. Can I see Miss Portman?

A.—You can see her at the rooms in the village.

Q.—I prefer waiting here, it is such severe weather. (It was snowing hard.)

A.—My lord don't like people waiting about the 'ouse.

Q.—Then call my carriage, please.

Goes to the door.

A.—It is a breezy morning; this wind don't suit my 'ead.

60, BAKER STREET,
March 2nd, 1888.

MADAM,

Understanding that you have recently called upon Lord Portman with reference to your tenancy of the above premises, I wish to say I shall be happy to see you upon the subject, if you wish it, upon your making an appointment for the purpose.

I should, however, remind you that the lease under which you now hold expires at Lady Day next, and I shall be glad to know whether you wish the new lease to be sent to you for signature direct, or through your solicitor, with a statement of the amount payable to this office.

I am, Madam,

Yours truly,

MRS. WEATHERLEY.

FRED. W. HUNT.

March 2nd, 1888.

SIR,

I have been to Blandford, and am informed by Lord Portman that you have the guidance of this

estate. I should therefore be obliged if you would grant me an interview to explain one or two things respecting the renewal of my lease.

I am, Sir,

Yours obediently,

S. WEATHERLEY.

TO THE HON. W. H. PORTMAN.

[REPLY.]

March 4th, 1888.

MADAM,

I left town yesterday and shall not be there again probably till May, but must decline to see you on business connected with your lease; you have behaved so unreasonably in the matter that I cannot hold any communication with you, except through my solicitor, or Mr. Hunt, our estate surveyor.

Yours faithfully,

W. H. B. PORTMAN.

March 6th, 1888.

SIR,

I thank you for yours just received; as you prefer not seeing me, only receiving my explanations for dissatisfaction through Mr. Hunt, I beg to say that I wrote Mr. Hunt yesterday full details of my grievance (I enclose a copy of that letter). I have only one thing to add, that is, in 1884 I had an independent valuer in to value this house. His valuation is as follows:

After the improvements have been made	£1,345	10
New drains, improvements, etc.	500	0

£845 10

I am agreeable to send that valuation, and do whatever is right; but I still hold that if I am com-

pelled to pay more than the house would fetch in open market, it would be unjust. It is a most serious thing for me, as times are very bad, much worse than when the valuation was made; such an enormous fine as the one demanded, after all I have spent on the house, swoops the profit of a lifetime, and mortgages my future labour. I have implored this last eight years for fair terms, and have not received the slightest consideration, or I should have acted very differently, but my only alternative has been "accept or go;" removing means annoyance and great loss, now that I have made the house suitable for my business. Now that I have brought the matter under your own notice, I am satisfied, and rest assured that, as an English gentleman, you will see justice done to me, that is all I ask.

Apologising for the trouble I am compelled to give,

I am, Sir,

Your obedient Servant,

S. WEATHERLEY.

TO THE HON. W. H. PORTMAN.

March 5th, 1888.

SIR,

I duly received yours of the third. In reply, beg to say that I have been pleading to you now nearly eight years (without avail) to reconsider the terms you have made me for a renewal of the lease, therefore I thought my only alternative was to see Lord Portman, and explain to him that it is quite impossible, in these days of sharp competition and unheard of depression, to fulfil the terms stipulated.

1st.—My house is the smallest in the block, all the others have built over their back-yards. This I cannot do as Mr. Bulnoir objects.

2nd.—My house does not occupy half the space of

the one opposite, which has more rooms, front and back staircase, larger frontage, coach-house and stables, and that side is much better for business. The ground-rent is only the same as this.

3rd.—The improvements are not yet made. I had to make mine nearly three years since, and lay out my money which would have brought me interest.

4th.—The removal of Tussaud's has greatly injured the business, as the shop now is perfectly useless, being no chance trade.

5th.—The dancing-room is a great nuisance, the cabs and men being there all night makes it impossible to get any rest in the front, consequently I had to remove to the back, where I am still annoyed by the music.

6th.—I should never have thought of retaking this house only that I spent £400 on it before I applied for the terms, and then you know you made them absolute, accept or no further application could be made, which left me no alternative.

7th.—Mr. Inglefield only wanted £135 annual rent, you say £200. Times are much worse now; the extra value you must make on the money I have spent on the house. I am quite as dissatisfied and more so than when I first wrote to you, as times are much worse, and there is now no chance trade whatever this side of Baker Street. I must therefore beg you to entirely reconsider the terms. My ground-rent is too high for so small a house, and the premium is altogether impossible with interest. I trust that you will take this letter in a fair business light and entirely reconsider my case, as I can prove my complaints respecting shop trade, dancing-room, etc.

I am, Sir,

Yours truly,

S. WEATHERLEY.

[REPLY.]

March 12th, 1888.

MADAM,

In acknowledging the receipt of your letter, I think it right to say that your information as to the terms upon which the leases of other premises have been and are still being renewed, is so inaccurate that the comparison you make is quite erroneous. You are equally in error as to my answers to Mr. Dierken, when he was considering the terms in 1881. I am so satisfied that the basis of the renewal of the lease of the house you occupy is reasonable and proper, that I still decline to advise Lord Portman to agree to any reduction, although, as I have previously told you, I am quite prepared to advise the acceptance of a surrender of your agreement or the readjustment of the terms of the agreement, if you desire it. The balance of the fine now due with interest under your agreement amounts to £1,101 18s. 6d., and if, as you intimate, you are not able to meet this, I would suggest that you should now pay a sum of £260 only, and the reserved rent should then be proportionately raised, making it £150 per annum. If you prefer to complete the matter on any such basis as this, I should be happy to consider any proposal you may make, but it must be clearly understood that this suggestion is made purely as a matter of grace, and without prejudice to Lord Portman's rights under the agreement, and, inasmuch as you undertook in February, 1886, to take up your lease on the expiration of the existing one, no delay can be allowed after the 25th of March. As you refer to the expenses you have been put to for improvements, I may mention that when at your request I agreed to the omission of the cementing of the front and other works to save you

expense, you proceeded almost at once to do these works, and incurred that expense quite unnecessarily.

I am, Madam,

Yours truly,

FRED. W. HUNT.

MRS. WEATHERLEY.

March 14th, 1888.

DEAR SIR,

Replying to yours of last night, I beg to quote your first letter, July 12th, 1880: "I must therefore leave it to you to accept the terms as they now stand, or let the matter drop. In this latter case, I must inform you that you would not again have the option of renewal;" this certainly means accept or go. Second, You say that I mistake the terms of the other houses; but, 26, opposite occupies double the ground, has also stable and coach-house (which in letting would pay half the ground rent); it is on the better side of the way, and the ground rent of that house is only the same. But I now want to settle this eight years controversy amicably, if you will let me, and I think after all the trouble, annoyance, and mental anxiety you have caused me, you ought now to listen to me and consider me as well as Lord Portman. I have to earn and find the money, you only have to take it; that is all the difference between us, and as you are kind enough to say that you will be happy to consider any proposal I make, I propose as follows: That on the day this lease expires, March 25th, 1888, the fine shall be £1,000, which I will pay as follows: March 25th, 1888, in cash, £500. Eight years since I paid you £200, for which I expect you to allow me interest, £200, which would make I had paid between £700 and £800 paid on that date. For the balance, £200 odd, I would give you a six months bill of acceptance,

payable at my bankers. If you will kindly consider the question from my point of view as well your own, take into consideration: 1st, The deterioration of Baker Street since 1880, when you gave the terms. 2nd, The smallness of my house. 3rd, The prohibition from utilising my back-yard. 4th, The removal of Tussaud's. 5th, The annoyance of the dancing-room. 6th, The unprecedented depression of trade. 7th, The £900 I have spent on the house during my eight years' tenancy. I am sure you will see your way clear to accept my proposal, which is liberal and just. In that case I will settle all myself with you, as I have given up my lawyer, as I consider his advice to accept your terms was wrong, as when I first spoke of renewing, he thought ground rent would have been about £50, fine £500, as the property was so dilapidated, and that could have managed without all the worry I have had.

I am, Sir,

Yours faithfully,

S. WEATHERLEY.

[REPLY.]

60, BAKER STREET,
March 16th, 1888.

MADAM,

As I informed you from the first, I cannot advise Lord Portman to make any alteration in the basis of the terms for the renewal of the lease of the above premises; but as stated in my last letter, I am willing to assent to any reasonable readjustment of them. As your proposal is not on that basis on which the terms were prepared, I regret to say that I cannot accede to it. I must therefore ask you to make your arrangements for the completion of the lease without further delay, and I have given instructions

to Lord Portman's solicitor to send it to you for execution.

I am, Madam,
Yours truly,

MRS. S. WEATHERLEY.

FRED. W. HUNT.

[REPLY.]

March 20th, 1888.

MADAM,

In reply to your letter of yesterday I beg to say that as I stated in my letter of the 12th inst., that, if the rent reserved under your agreement is raised to £150 per annum, the premium with interest now payable is £260.

I am, Madam,
Yours truly,

MADAM WEATHERLEY.

FRED. W. HUNT.

March 21st, 1888.

SIR,

Up to the present no concession has been made. Can it be that now I have laid my case clearly before you explaining all, that you will not show me the slightest consideration. You have all power; to you I plead for more lenient terms. Can it be that such a rich gentleman will let me plead in vain. Anxiously awaiting a favourable reply,

I am, Sir,
Your obedient Servant,

HON. W. D. B. PORTMAN.

S. WEATHERLEY.

March 22nd, 1888.

MADAM,

I am in receipt of your decision, and will send to have the plan taken, that your lease may be prepared.

Yours truly,

MDME.

FRED. W. HUNT.

March 29th, 1888.

THIS INDENTURE made the day of
in the year of our Lord 188 between THE RIGHT
HONOURABLE EDWARD BERKELEY VISCOUNT PORTMAN
of the one part and SUSANNE WEATHERLEY of No. 60
Baker Street in the Parish of St. Marylebone in the
County of Middlesex Court Milliner and Dressmaker
(hereinafter called the said Lessee) of the other part
WITNESSETH that in consideration of the said Lessee
having put the said messuage and premises herein-
after described into complete and substantial repair
and condition and in consideration of the sum of
£1,000 of lawful money of Great Britain by the said
Lessee by way of fine or premium to the said Edward
Berkeley Viscount Portman in hand well and truly
paid at or immediately before the sealing and delivery
of these presents the receipt whereof the said Edward
Berkeley Viscount Portman doth hereby acknowledge
and of and from the same sum and every part thereof
doth acquit release and for ever discharge the said
Lessee her executors administrators and assigns And
also in consideration of the rent covenants and condi-
tions hereinafter reserved and contained and on the
part of the said Lessee her executors administrators
and assigns to be paid observed and performed he the
said Edward Berkeley Viscount Portman in exercise
of all powers enabling him in this behalf doth by this
deed sealed and delivered by him in the presence
of and attested by one credible witness demise and
lease unto the said Lessee her executors administrators
and assigns all that piece or parcel of ground situate
on the west side of Baker Street in the parish of
St. Marylebone in the county of Middlesex fronting
east upon the said street together with the messuage
or tenement and shop erected and built thereon and
numbered 60 in Baker Street aforesaid in such condi-
tion as the same shall be in at the expiration of the
existing lease of the said premises and which said
messuage or tenement and shop is now in the occupa-

tion of the said Lessee or her undertenants the dimensions and abuttals of which said piece or parcel of ground and premises are delineated and set forth in the plan or ground plot thereof drawn in the margin of these presents and therein coloured pink together with the outhouse buildings yards gardens ways water-courses lights areas vaults cellars casements profits and commodities whatsoever to the said piece or parcel of ground messuage or tenement and shop and hereditaments hereby demised or intended so to be belonging or in anywise appertaining To have and to hold the said piece or parcel of ground messuage or tenement and shop and hereditaments hereby demised or intended so to be with the appurtenances thereunto belonging unto the said Lessee her executors administrators and assigns from the 25th day of March 1888 for a term of 34 years thence next ensuing and fully to be complete and ended yielding and paying therefore yearly and every year during all the said term of 34 years the yearly rent or sum of £80 of lawful British money by four equal portions on the following quarterly days (that is to say) on the 24th day of June the 29th day of September the 25th day of December and the 25th day of March in every year the first of such quarterly portions to be paid on the 24th day of June 1888 The said rent to be paid without any deduction or abatement whatsoever out of the same for or in respect of any present or future land tax sewer rate or other taxes rates assessments or impositions whatsoever charged or to be charged upon the said demised premises or any part thereof or on the landlord in respect thereof by authority of Parliament or otherwise howsoever (the property or income tax payable in respect of the said reserved rent only expected) And the said Lessee doth hereby for herself her heirs executors administrators and assigns covenant promise and agree with and to the said Edward Berkeley Viscount Portman and his assigns and successors in title to whom the reversion or remainder of the demised

premises immediately expectant on the term hereby granted therein shall from time to time belong and with every of the said parties respectively in manner following (that is to say) That she the said Lessee her executors administrators and assigns will well and truly pay or cause to be paid unto the said Edward Berkeley Viscount Portman or his assigns or successors in title the said yearly rent of £80 on the days and in the manner hereinbefore appointed for payment thereof respectively without any deduction or abatement whatsoever except as aforesaid And also shall and will bear pay and discharge all the present and future land tax sewer rate and other taxes rates assessments and impositions whatsoever charged assessed or imposed upon or payable in respect of the hereby demised premises or any part thereof or upon or by the landlord in respect thereof during the term hereby granted therein by authority of Parliament or otherwise howsoever except as aforesaid And further that she the said Lessee her executors administrators or assigns will at all times during the term hereby granted at her and their own expense keep the said demised messuage or tenement and shop insured in the joint names of the said Edward Berkeley Viscount Portman his assigns or successors in title and of the said Lessee her executors administrators or assigns from loss or damage by fire in the Law Fire Insurance Society or some other public insurance office in London Westminster or Middlesex to be approved of by the said Edward Berkeley Viscount Portman his assigns or successors in title to the amount of three fourth parts at the least of the value thereof and forthwith lay out and expend all such moneys (if any) as shall be received by virtue of any such insurance in or towards the rebuilding reinstating or repairing of the messuage or tenement and shop which shall have been consumed or damaged by fire And also will at the request of the said Edward Berkeley Viscount Portman or his assigns or successors in title or his or their agents produce the voucher for the payment of the premium

for such insurance for the then current year And further that in case and as often as such insurance shall not be kept up as aforesaid or such voucher shall not be produced as aforesaid it shall be lawful for the said Edward Berkeley Viscount Portman or his assigns or successors in title to insure the said messuage or tenement and shop against loss or damage by fire to such amount as aforesaid and that the said Lessee her successors administrators or assigns will forthwith repay all sums that may be expended in effecting such insurance and in nonpayment thereof the same shall be recoverable by distress in like manner as if the same sum of money were part of the yearly rent hereby reserved and were in arrear And also that she the said Lessee her executors administrators or assigns will paint all the outside cement stucco wood and ironwork of the messuage or tenement buildings and premises hereby demised twice over with good oil colour in the first three months of the term hereby granted and afterwards in every third and in the last year of the said term and paint in like manner and paper grain varnish whitewash colour and decorate all the inside parts of the said premises usually painted papered grained varnished whitewashed coloured and decorated in the first three months of the term hereby granted and afterwards in every seventh and in the last year of the said term and further that she the said Lessee her executors administrators or assigns will at all times during the term hereby granted well and sufficiently repair uphold maintain paint and cleanse respectively the said messuage or tenement and shop hereby demised and every part thereof And all pavements walls buildings pipes gutters water-courses privies sinks drains sewers and wydraughts which are or shall be upon the demised premises or any part thereof or which do or shall belong thereto and also the pavement and railways lying between the said demised premises and the public pavement and keep the same respectively and every part thereof in complete tenantable repair and condition And

that it shall be lawful for the said Edward Berkeley Viscount Portman and his assigns and successors in title and every of them by himself and themselves and his or their agents or other person by him or them authorised for that purpose with or without workmen or other in his or their company at all reasonable times in the day during the said term hereby granted to enter upon the said premises hereby demised or any part thereof and to view and examine the state of repair and condition thereof and of all such defects or wants of repair or amendment as shall be found upon any such view or examination to give to the said Lessee her executors administrators or assigns or to leave for her or them upon the demised premises notice or warning in writing to repair and amend or supply the same respectively within the space of three calender months from the date thereof within which time she the said Lessee her executors administrators or assigns shall and will repair and amend the same premises accordingly which requisition nevertheless shall not prejudice or impair any other remedies available to the said Edward Berkeley Viscount Portman or his assigns or successors in title for the breach of the foregoing covenant of the Lessee for keeping the said demised premises in such repair and condition as aforesaid And moreover that she the said Lessee her executors administrators or assigns shall and will at the expiration or sooner determination of the said term hereby granted peaceably and quietly leave surrender and yield up unto the said Edward Berkeley Viscount Portman or his assigns or successors in title or to whomsoever he or they shall direct all the said premises hereby demised with their appurtenances in such complete tenantable repair and condition as aforesaid together with all floors wainscots partitions locks keys bars bolts hinges staples windows window-frames and shutters hearths slabs chimney-pieces dressers shelves cisterns water-butts pumps pipes water-closets and all other things which shall be thereunto affixed or belonging And also that she the said Lessee her

executors administrators or assigns will bear and pay all the costs and expences which the said Edward Berkeley Viscount Portman and his assigns or successors in title entitled as aforesaid in respect of being the owner or owners Lessor or Lessors of the premises hereby demised or any part thereof during the continuance of the said term shall be liable to in or about every or any reparation pulling down rebuilding or raising of every or any party wall party fence wall timber partition or party arch or incidental thereto or in or about any drainage or sewerage or otherwise by virtue of any Act or Acts of Parliament already made or hereafter to be made And further that the said Lessee her executors administrators or assigns shall and will at her and their own costs and charges within one calendar month next after the execution of every assignment or underlease of the said demised premises or any part thereof produce such assignment or underlease or the counterpart thereof to the said Edward Berkeley Viscount Portman or his assigns or successors in title for the time being entitled to the immediate remainder or reversion of the demised premises or to his or their solicitor or appointed agent for that purpose and will permit a docket or minute of every such assignment or underlease to be made and retained by or for the use of the said Edward Berkeley Viscount Portman and his assigns or successors in title entitled as aforesaid and will pay the reasonable costs of the solicitor or agent of the said Lessor reversioner or reversioners of making each such docket or minute not exceeding one guinea And further that she the said Lessee her executors administrators or assigns shall not nor will at any time or times during the term hereby created use the said premises hereby demised or any part thereof or permit the same or any part thereof to be used in the exercise or carrying on of the trade or business of a soap-maker or soap-boiler tobacco-pipe maker or burner melting tallow-chandler gold-beater brazier pewterer manufacturing ironmonger black-

smith farrier tanner fellmonger currier leather-dresser dyer scourer weaver beater or preparer of bed-feathers slaughterman butcher tripe-boiler or seller victualler or sugar-baker or as or for a slaughterhouse or house for the melting of tallow common brewhouse or distillery chandler's-shop public-house or house for the sale of ale or beer glass house or laystall or for the making or burning of glass bricks tiles lime or bones or as or for a bazaar hospital dispensary theatre or place of public exhibition or entertainment or place for the relief of sickness or disease or for any noisy or offensive art trade or business whatsoever without the license and consent in writing under the hand of the said Edward Berkeley Viscount Portman or his assigns or successors in title so for the time being entitled in remainder or reversion as aforesaid nor shall nor will without such license and consent as aforesaid have or permit to be had any sale by auction in or upon the said hereby demised premises or any part thereof except for the purpose of selling the furniture or other articles and things of any occupier of the premises who may have died or removed or be removing therefrom nor without such previous license and consent as aforesaid erect build or put up or permit or suffer to be erected built or put up any building erection or portico bay window sign or signpost or other post in upon before or adjoining and which shall project beyond the external walls of the premises hereby demised nor any advertisement or writing on any part of the premises above the sills of the windows of the first floor of the said premises nor alter or pull down any erection or building standing on the hereby demised premises nor maim or cut the main timbers of the said messuage and buildings And shall not place or expose for sale or otherwise or permit or suffer to be placed or exposed for sale or otherwise upon or over the ground lying between the said demised premises and the public pavement or outside the front of the demised premises any goods or things whatever

And further that she the said Lessee her executors administrators or assigns shall not nor will keep or allow to be kept upon any part of the said demised premises any cows or pigs or any fowls Provided always and it is hereby further agreed and declared between and by the parties to these presents that in case the yearly rent of £80 hereinbefore reserved or any part thereof shall at any time or times be in arrear by the space of twenty-one days or more after the same shall have become due and whether any previous formal demand shall have been made thereof or not or (by way of separate conditions) if the said Lessee her executors administrators or assigns shall not well or truly observe and perform all the covenants and agreements herein contained and on her and their part to be observed and performed inclusively of the foregoing covenant relating to the production to the Lessor or his assigns or successors in title of every assignment or underlease of the demised premises or the counterpart thereof or (by way of further separate conditions) if any of the acts or matters prohibited by any of the said covenants to be done without the license and consent of the said Edward Berkeley Viscount Portman or his assigns or successors in title or his or their agent shall be by such license and consent authorised to be done and subsequently the same or any other of the said acts or matters shall be done without the further license and consent in writing of the said Edward Berkeley Viscount Portman or his assigns or successors in title or if the said Lessee her executors administrators or assigns shall not afterwards in all things observe and perform all the covenants herein on her part contained then and in any of the said cases it shall and may be lawful for the said Edward Berkeley Viscount Portman or his assigns or successors in title so for the time being entitled in remainder or reversion as aforesaid into and upon the said hereby demised premises or any part thereof in the name of the whole to re-enter and the same to have again repossess and

enjoy as in his or their first or former estate and the said Lessee her executors administrators and assigns and all other occupiers of the said demised premises thereout and from thence utterly to amove this Indenture or anything herein contained to the contrary thereof in amprise notwithstanding And the said Edward Berkeley Viscount Portman for himself his heirs executors administrators and assigns doth hereby covenant and agree with the said Lessee her executors administrators and assigns that she the said Lessee her executors administrators and assigns paying the said yearly rent of £80 hereinbefore reserved on the days and in manner hereinbefore appointed for payment thereof and observing and performing the covenants and conditions hereinbefore contained and by her and them to be observed and performed shall and may peaceably and quietly hold occupy and enjoy all and singular the said hereby demised premises with the appurtenances for the term hereby granted without any lawful let denial hindrance or interruption whatsoever of or by him the said Edward Berkeley Viscount Portman or any person or persons now or hereafter lawfully or equitably claiming or possessing or to claim or possess any estate right title or interest through from or under him them or any of them In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

FRED. W. HUNT.

SUSANNE WEATHERLEY.

*Documentary Statement by a Tradesman on the
Portman Estate.*

It was in 1881 that I first heard that it would be advisable for me to see to the renewal of my lease that I had held for more than twenty years, and which had then seven years to run. I thought it very extraordinary, but after a little time I heard that a neigh-

bour, who had demurred, had had his sold over his head to a Mr. Solomon, with whom he would have to make terms. (Since then Mr. Solomon is dead, and so he never reaped any fruit from his bargain.) So I paid one two guineas for learning the terms on which I could renew. I was at the time paying £130 a year rent. The renewal terms were: That I was to pay immediately, *six years before my lease was out!* a fine of £1,150, a ground rent of £80 (when my old lease was out), to put the house in order, and stucco round the windows, adding a great compo cornice at the top, the said cornice being known in the locality as the Shylock cornice, because it is of no utility but is a "pound of flesh business."

What was I to do? I knew that the premises were not worth the amount demanded, so I paid the money, as I would have done if I had been helpless in the clutches of a highway robber, for I had spent thousands of pounds on my premises, and removal would have been almost ruin. Now *I* was able to do this; but what has been the fate of my poorer neighbours—some had to borrow the money from Building Societies, paying interest, thereby increasing their rental before their leases were out, and this at a time of depression and struggle that only business men know. Of course all protest with Mr. Hunt was useless; he had his orders, and had to carry them out in his own way; his master's motto being, of course, *noblesse oblige!*

But the above does not tell all the tale, as if Lord Portman wanted not only to fleece the tenants, it would appear that he also wished to injure them; for, though they had to pay interest six years before their old leases expired, this is not allowed to show in the deed or lease given. So, though I paid £1,150 plus about £400 interest, plus cost of ornamenting the front, say nearly £2,000, if I want to sue I appear to have only paid £1,150.

Leasehold Enfranchisement Association.

OBJECT:—To obtain for Leaseholders compulsory power of purchasing the Freehold.

Offices: 1, Salisbury Street, Strand, London, W.C.

President:

H. L. W. LAWSON, M.P.

Past-President 1883-5.

H. BROADHURST, M.P.

Treasurer

O. V. MORGAN, M.P.

Hon. Secretary
HOWARD EVANS.

Secretary
JAMES ROWLANDS, M.P.

Bankers

London and County Bank, Henrietta Street, Covent Garden.

The Executive Committee earnestly appeal for the support of all friends of the movement. They are fighting before the Town Holdings Committee and elsewhere an organised opposition of the wealthy ground landlords and their agents, and the Association is greatly in need of funds to carry on a vigorous propaganda.

Date _____ 1888

THE LEASEHOLD ENFRANCHISEMENT ASSOCIATION.

1, SALISBURY STREET, STRAND, LONDON, W.C.

PRESIDENT: H. L. W. LAWSON, M.P.

TREASURER: O. V. MORGAN, M.P.

Sirs,

I am willing to join the above Association, and herewith subscribe my name.

Name _____

Address _____

MR. HOWARD EVANS, *Hon. Secretary.*

MR. JAMES ROWLANDS, *M.P. Secretary.*

Annual Subscription £ : :

Donation £ : :

Cheques crossed London and County Bank, Covent Garden branch.

International Association of Agricultural Chemists

1907, August 1st to August 10th, 1907

General Secretary
Dr. J. H. M. van den Hul
The Hague, Holland

Dr. J. H. M. van den Hul

Dr. J. H. M. van den Hul

The International Association of Agricultural Chemists was founded in 1903 at the Hague, Holland. Its purpose is to promote the progress of agricultural chemistry and to foster international cooperation among its members. The Association holds annual meetings and publishes a journal, the *Journal of Agricultural Chemistry*.

1907

Dr. J. H. M. van den Hul

Dr. J. H. M. van den Hul

Dr. J. H. M. van den Hul

Dr. J. H. M. van den Hul

Dr. J. H. M. van den Hul

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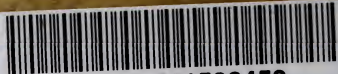
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